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

62

Lori A. Weaver  
Interim Commissioner

Melissa A. Hardy  
Director

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June 9, 2023

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 amendments to existing contracts with the Contractors listed below to increase funding to continue In-Home Care, Home Health Aide, and Nursing services by increasing the total price limitation by \$240,937.30 from \$12,091,794.44 to \$12,332,731.74 with no change to the contract completion dates of June 30, 2024, effective July 1, 2023, upon Governor and Council approval. 87.55% Federal Funds. 12.45% General Funds.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Androscoggin Valley Home Care Services (Berlin, NH)	157347	Coos County	\$1,237,380.44	\$21,809.30	\$1,259,189.74	O: 6/29/22, item #47
Area HomeCare Family Services, Inc. (Portsmouth, NH)	166931	Rockingham County	\$2,621,184	\$15,000	\$2,636,184	O: 6/29/22, item #47
Easter Seals New Hampshire, Inc. (Manchester, NH)	177204	Hillsborough (Manchester, Milford, Nashua) and Strafford Counties	\$1,537,704	\$30,000	\$1,567,704	O: 6/29/22, item #47
Lakes Region Community Services Council (Laconia, NH)	177251	Belknap, Grafton and Sullivan Counties	\$1,319,856	\$45,000	\$1,364,856	O: 6/29/22, item #47

Visiting Nurse Home Care & Hospice of Carroll County (North Conway, NH)	225191	Carroll County	\$295,600	\$15,000	\$310,600	O: 6/29/22, item #47
VNA at HCS, Inc. (Keene, NH)	177274	Cheshire County	\$1,462,584	\$15,000	\$1,477,584	O: 6/29/22, item #47
Waypoint (Manchester, NH)	177166	Hillsborough and Merrimack Counties	\$2,872,934	\$30,000	\$2,902,934	O: 6/29/22, item #47
Cornerstone VNA (Rochester, NH)	230881	Strafford County	\$276,624	\$7,000	\$283,624	O: 10/19/22, item #21
Lake Sunapee Community Health Services (New London, NH)	174248	Sullivan County	\$171,032	\$33,500	\$204,532	O: 10/19/22, item #21
North Country Home Health & Hospice Agency, Inc. (Littleton, NH)	154643	Grafton County	\$164,976	\$13,296	\$178,272	O: 10/19/22, item #21
The Visiting Nurse Association of Franklin (Franklin, NH)	154177	Belknap and Merrimack Counties	\$131,920	\$15,332	\$147,252	O: 10/19/22, item #21
		<b>Total:</b>	<b>\$12,091,794.44</b>	<b>\$240,937.30</b>	<b>\$12,332,731.74</b>	

Funds are anticipated to be available in the following accounts for 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**

The purpose of this request is to provide additional funding to support the continuation of In-Home Care, Home Health Aide, and Nursing services statewide, as well as to provide additional Title III American Rescue Plan Act (ARPA) funding to support post-pandemic programmatic needs to provide these supportive services to our most vulnerable populations.

Approximately 3,320 individuals will be served during State Fiscal Year 2024.

These in-home services provide assistance with managing individual personal care needs, as well as monitoring health and safety needs of individuals. The additional Title III ARPA funding will maintain the health and safety of individuals by providing health and safety products that the individual can use, as well as by providing additional supports for the staff that are providing the in-home supports and services. The other additional funding will support:

- In-Home Care services: Title III and Title XX programs, including household maintenance and housekeeping; and meal planning and preparation.
- Home Health Aide services: Assistance with managing individual personal care needs, including bathing and grooming.
- Nursing services: Providing nursing services, conducting medical needs evaluations, and developing a nursing care plan to support individuals in their homes. Nursing services include general licensed practical nurse or registered nurse duties, including assistance with preparing and administering medications, providing health evaluations, and developing health and wellness plans.

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

Should the Governor and Executive Council not authorize this request the Department will be unable to provide additional funding to support older, isolated, and frail adults, age 60 and older, and adults between the ages of 18 and 59 who have a chronic illness or disability, which may lead to a lack of proper care for this population.

Source of Federal Funds: Assistance Listing Number (ALN) 93.044, FAIN 2101NHSSC6; and Medicaid Enhanced FMAP-ARP.

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

Respectfully submitted,

  
Lori A. Weaver  
Interim 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)**

**AV Home Care**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	\$ 103,890.22	\$ -	\$ 103,890.22
2024	540-500382	SS Contracts	multiple	\$ 103,890.22	\$ -	\$ 103,890.22
		Subtotal		\$ 207,780.44	\$ -	\$ 207,780.44

**Area HomeCare**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	\$ 70,584.00	\$ -	\$ 70,584.00
2024	540-500382	SS Contracts	multiple	\$ 70,584.00	\$ -	\$ 70,584.00
		Subtotal		\$ 141,168.00	\$ -	\$ 141,168.00

**CornerStone**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	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

**Easter Seals**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	\$ 66,516.00	\$ -	\$ 66,516.00
2024	540-500382	SS Contracts	multiple	\$ 66,516.00	\$ -	\$ 66,516.00
		Subtotal		\$ 133,032.00	\$ -	\$ 133,032.00

**Franklin VNA**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	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
		Subtotal		\$ 14,400.00	\$ -	\$ 14,400.00

**Lakes Region**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	\$ 90,456.00	\$ -	\$ 90,456.00
2024	540-500382	SS Contracts	multiple	\$ 90,456.00	\$ -	\$ 90,456.00
		Subtotal		\$ 180,912.00	\$ -	\$ 180,912.00

**Lake Sunapee**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	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 HHH**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	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

**Visiting Nurse HCH**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	\$ 39,800.00	\$ -	\$ 39,800.00
2024	540-500382	SS Contracts	multiple	\$ 39,800.00	\$ -	\$ 39,800.00
		Subtotal		\$ 79,600.00	\$ -	\$ 79,600.00

**VNA at HCS**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	\$ 16,548.00	\$ -	\$ 16,548.00
2024	540-500382	SS Contracts	multiple	\$ 16,548.00	\$ -	\$ 16,548.00
		Subtotal		\$ 33,096.00	\$ -	\$ 33,096.00

**Waypoint**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	\$ 239,515.00	\$ -	\$ 239,515.00
2024	540-500382	SS Contracts	multiple	\$ 239,515.00	\$ -	\$ 239,515.00
		Subtotal		\$ 479,030.00	\$ -	\$ 479,030.00
		Total 7872		\$ 1,501,394.44	\$ -	\$ 1,501,394.44

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (60% Fed 40% Gen)**

**AV Home Care**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	\$ 514,800.00	\$ -	\$ 514,800.00
2024	540-500382	SS Contracts	48130098	\$ 514,800.00	\$ -	\$ 514,800.00
		Subtotal		\$ 1,029,600.00	\$ -	\$ 1,029,600.00

**Area HomeCare**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	\$ 1,240,008.00	\$ -	\$ 1,240,008.00
2024	540-500382	SS Contracts	48130098	\$ 1,240,008.00	\$ -	\$ 1,240,008.00
		Subtotal		\$ 2,480,016.00	\$ -	\$ 2,480,016.00

**CornerStone**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	\$ 128,040.00	\$ -	\$ 128,040.00
2024	540-500382	SS Contracts	48130098	\$ 128,040.00	\$ -	\$ 128,040.00
		Subtotal		\$ 256,080.00	\$ -	\$ 256,080.00

**Easter Seals**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	\$ 702,336.00	\$ -	\$ 702,336.00
2024	540-500382	SS Contracts	48130098	\$ 702,336.00	\$ -	\$ 702,336.00
		Subtotal		\$ 1,404,672.00	\$ -	\$ 1,404,672.00

**Franklin VNA**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	\$ 50,760.00	\$ -	\$ 50,760.00
2024	540-500382	SS Contracts	48130098	\$ 50,760.00	\$ -	\$ 50,760.00
		Subtotal		\$ 101,520.00	\$ -	\$ 101,520.00

**Lakes Region**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	\$ 569,472.00	\$ -	\$ 569,472.00
2024	540-500382	SS Contracts	48130098	\$ 569,472.00	\$ -	\$ 569,472.00
		Subtotal		\$ 1,138,944.00	\$ -	\$ 1,138,944.00

**Lake Sunapee**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	\$ 48,132.00	\$ -	\$ 48,132.00
2024	540-500382	SS Contracts	48130098	\$ 48,132.00	\$ -	\$ 48,132.00
2025	540-500382	SS Contracts	multiple	\$ -	\$ -	\$ -
2026	540-500382	SS Contracts	multiple	\$ -	\$ -	\$ -
2027	540-500382	SS Contracts	multiple	\$ -	\$ -	\$ -
2028	540-500382	SS Contracts	multiple	\$ -	\$ -	\$ -
2029	540-500382	SS Contracts	multiple	\$ -	\$ -	\$ -
		Subtotal		\$ 96,264.00	\$ -	\$ 96,264.00

**North Country HHH**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	\$ 1,956.00	\$ -	\$ 1,956.00
2024	540-500382	SS Contracts	48130098	\$ 1,956.00	\$ -	\$ 1,956.00
2025	540-500382	SS Contracts	multiple	\$ -	\$ -	\$ -
2026	540-500382	SS Contracts	multiple	\$ -	\$ -	\$ -
2027	540-500382	SS Contracts	multiple	\$ -	\$ -	\$ -
2028	540-500382	SS Contracts	multiple	\$ -	\$ -	\$ -
2029	540-500382	SS Contracts	multiple	\$ -	\$ -	\$ -
		Subtotal		\$ 3,912.00	\$ -	\$ 3,912.00

**Visiting Nurse HCH**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	\$ 108,000.00	\$ -	\$ 108,000.00
2024	540-500382	SS Contracts	48130098	\$ 108,000.00	\$ -	\$ 108,000.00
		Subtotal		\$ 216,000.00	\$ -	\$ 216,000.00

**VNA at HCS**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	\$ 714,744.00	\$ -	\$ 714,744.00
2024	540-500382	SS Contracts	48130098	\$ 714,744.00	\$ -	\$ 714,744.00
		Subtotal		\$ 1,429,488.00	\$ -	\$ 1,429,488.00

**Waypoint**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
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2023	540-500382	SS Contracts	48130098	\$ 1,196,952.00	\$ -	\$ 1,196,952.00
2024	540-500382	SS Contracts	48130098	\$ 1,196,952.00	\$ -	\$ 1,196,952.00
		Subtotal		\$ 2,393,904.00	\$ -	\$ 2,393,904.00
		Total 9255		\$ 10,550,400.00	\$ -	\$ 10,550,400.00

**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)**

**AV Home Care**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	\$ -	\$ -	\$ -
2024	540-500382	SS Contracts	48130619	\$ -	\$ 15,000.00	\$ 15,000.00
		Subtotal		\$ -	\$ 15,000.00	\$ 15,000.00

**Area HomeCare**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	\$ -	\$ -	\$ -
2024	540-500382	SS Contracts	48130619	\$ -	\$ 15,000.00	\$ 15,000.00
		Subtotal		\$ -	\$ 15,000.00	\$ 15,000.00

**CornerStone**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	\$ 8,000.00	\$ -	\$ 8,000.00
2024	540-500382	SS Contracts	48130619	\$ -	\$ 7,000.00	\$ 7,000.00
		Subtotal		\$ 8,000.00	\$ 7,000.00	\$ 15,000.00

**Easter Seals**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	\$ -	\$ -	\$ -
2024	540-500382	SS Contracts	48130619	\$ -	\$ 30,000.00	\$ 30,000.00
		Subtotal		\$ -	\$ 30,000.00	\$ 30,000.00

**Franklin VNA**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	\$ 16,000.00	\$ -	\$ 16,000.00
2024	540-500382	SS Contracts	48130619	\$ -	\$ 14,000.00	\$ 14,000.00
		Subtotal		\$ 16,000.00	\$ 14,000.00	\$ 30,000.00

**Lakes Region**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	\$ -	\$ -	\$ -
2024	540-500382	SS Contracts	48130619	\$ -	\$ 45,000.00	\$ 45,000.00
		Subtotal		\$ -	\$ 45,000.00	\$ 45,000.00

**Lake Sunapee**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	\$ 8,000.00	\$ -	\$ 8,000.00
2024	540-500382	SS Contracts	48130619	\$ -	\$ 7,000.00	\$ 7,000.00

		Subtotal		\$ 8,000.00	\$ 7,000.00	\$ 15,000.00
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**North Country HHH**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	\$ 8,000.00	\$ -	\$ 8,000.00
2024	540-500382	SS Contracts	48130619	\$ -	\$ 7,000.00	\$ 7,000.00
		Subtotal		\$ 8,000.00	\$ 7,000.00	\$ 15,000.00

**Visiting Nurse HCH**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	\$ -	\$ -	\$ -
2024	540-500382	SS Contracts	48130619	\$ -	\$ 15,000.00	\$ 15,000.00
		Subtotal		\$ -	\$ 15,000.00	\$ 15,000.00

**VNA at HCS**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	\$ -	\$ -	\$ -
2024	540-500382	SS Contracts	48130619	\$ -	\$ 15,000.00	\$ 15,000.00
		Subtotal		\$ -	\$ 15,000.00	\$ 15,000.00

**Waypoint**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130619	\$ -	\$ -	\$ -
2024	540-500382	SS Contracts	48130619	\$ -	\$ 30,000.00	\$ 30,000.00
		Subtotal		\$ -	\$ 30,000.00	\$ 30,000.00
		Total 2638		\$ 40,000.00	\$ 200,000.00	\$ 240,000.00

**05-95-93-930010-2606 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIV OF DEVELOPMENTAL SVCS: HCBS ENHANCED FMAP-ARP (100% Fed)**

**AV Home Care**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	93009020	\$ -	\$ -	\$ -
2024	540-500382	SS Contracts	93009020	\$ -	\$ 6,809.30	\$ 6,809.30
		Subtotal		\$ -	\$ 6,809.30	\$ 6,809.30

**Franklin VNA**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	93009020	\$ -	\$ -	\$ -
2024	540-500382	SS Contracts	93009020	\$ -	\$ 1,332.00	\$ 1,332.00
		Subtotal		\$ -	\$ 1,332.00	\$ 1,332.00

**Lake Sunapee**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	93009020	\$ -	\$ -	\$ -
2024	540-500382	SS Contracts	93009020	\$ -	\$ 26,500.00	\$ 26,500.00
		Subtotal		\$ -	\$ 26,500.00	\$ 26,500.00

**North Country HHH**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	93009020	\$ -	\$ -	\$ -
2024	540-500382	SS Contracts	93009020	\$ -	\$ 6,296.00	\$ 6,296.00
		Subtotal		\$ -	\$ 6,296.00	\$ 6,296.00
		Total 2606		\$ -	\$ 40,937.30	\$ 40,937.30
		Grand Total		\$ 12,091,794.44	\$ 240,937.30	\$ 12,332,731.74

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #47), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.6, Account Number, to read:  
05-95-48-481010-7872  
05-95-48-481010-9255  
05-95-48-481010-2638  
05-95-93-930010-2606
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$ 1,259,189.74
3. Modify Exhibit C, Payment Terms, Section 1, to read:
  1. This Agreement is funded by:
    - 1.1. 58.86% Federal funds:
      - 1.1.1. 8.25% Older Americans Act Title III-B, as awarded on September 8, 2022 and February 13, 2023, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS and 2310NHOASS.
      - 1.1.2. 49.06% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR.
      - 1.1.3. 1.01% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supportive Services, CFDA 93.044, FAIN 2101NHSSC6.
      - 1.1.4. 0.54% Enhanced FMAP-ARP, as awarded by Centers for Medicare & Medicaid Services.
    - 1.2. 41.14% General funds.
4. Modify Exhibit C, Payment Terms, Section 3 through Subsection 3.1, to read:
  3. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-1, Amendment #1, Rate Sheet.
    - 3.1: Payment for COVID-19 discretionary funding shall be on a cost-reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-2, Amendment #1, SFY 2024 Budget.

5. Modify Exhibit C, Payment Terms, Section 4, to read:

- 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.beasinvoices@dhhs.nh.gov](mailto:dhhs.beasinvoices@dhhs.nh.gov) or mailed to:

Program Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301

6. Modify Exhibit C-1, Rate Sheet, by replacing in its entirety with Exhibit C-1, Amendment #1, Rate Sheet, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-2, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

6/12/2023

Date

DocuSigned by:  
*Melissa Hardy*  
1523A28040DP493...  
Name: Melissa Hardy  
Title: Director, DLTSS

Androscoggin Valley Home Care Services

6/9/2023

Date

DocuSigned by:  
*Margo Sullivan*  
7B1FC1228E6C4F2...  
Name: Margo Sullivan  
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

6/12/2023

Date

DocuSigned by:  
*Robyn Guarino*  
746734844944460  
Name: Robyn Guarino  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

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

**Adult In-Home Care - AV HomeCare Services**

**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	42,900	\$12.00	\$514,800.00
Title IIIB In Home Services	1/2 Hour	5,000	\$12.00	\$60,000.00
Title IIIB Home Health Aide	1/2 Hour	2,399	\$16.00	\$38,384.00
Title IIIB Nursing	1/2 Hour	214	\$25.73	\$5,506.22
	Subtotal	50,513		\$618,690.22

**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	42,900	\$12.00	\$514,800.00
Title IIIB In Home Services	1/2 Hour	5,000	\$12.00	\$60,000.00
Title IIIB Home Health Aide	1/2 Hour	2,399	\$16.00	\$38,384.00
Title IIIB Nursing	1/2 Hour	214	\$25.73	\$5,506.22
HCBS ARP In Home Services	1/2 Hour	354	\$12.00	\$4,248.00
HCBS ARP Home Health Aide	1/2 Hour	144	\$16.00	\$2,304.00
HCBS ARP Nursing	1/2 Hour	10	\$25.73	\$257.30
	Subtotal	51,021		\$625,499.52

	Overall Total	101,534		\$1,244,189.74
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Androscoggin Valley Home Care Services  
 RFA-2023-BEAS-06-HOMEH-01-A01  
 Exhibit C-1, Amendment #1, Rate Sheet

Contractor Initials: os  
MS

Date: 6/9/2023

<b>New Hampshire Department of Health and Human Services</b> Complete one budget form for each budget period. Contractor Name: <u>Androscoggin Valley Home Care Services</u> Budget Request for: <u>Home Health Services</u> Budget Period <u>SFY 2024</u> Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$15,000
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)	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$15,000</b>
<b>Total Indirect Costs</b>	
<b>TOTAL</b>	<b>\$15,000</b>

Contractor Initials MS  
 Date 6/9/2023

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ANDROSCOGGIN VALLEY HOME CARE SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 24, 1982. 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: 62239

Certificate Number: 0005423674



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of August A.D. 2021.

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

William M. Gardner  
Secretary of State

CERTIFICATE OF AUTHORITY

I, Laurie Bryant, 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 Androscoggin Valley Home Care Services  
(Corporation/LLC Name) (AVHCS)

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 06/05, 2023, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

VOTED: That Margo Sullivan, Executive Director (may list more than one person)  
(Name and Title of Contract Signatory) AND Louise Valliere, BOARD President

is duly authorized on behalf of AVHCS 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: 6/9/2023

Laurie A Bryant  
Signature of Elected Officer  
Name: Laurie A Bryant  
Title: Vice President





795 Main Street ♦ Berlin, NH ♦ 03570 ♦ (603)752-7505 ♦ [www.avhomecare.org](http://www.avhomecare.org)

## **Mission Statement**

The mission of Androscoggin Valley Home Care Services is to responsibly provide the best personal care, homemaking, and respite possible, according to each client's needs

## **Vision Statement**

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

**ANDROSCOGGIN VALLEY HOME CARE SERVICES**

**Financial Statements**

**June 30, 2022 and 2021**

**and**

**Independent Auditor's Report**

**ANDROSCOGGIN VALLEY HOME CARE SERVICES**

**FINANCIAL STATEMENTS  
June 30, 2022 and 2021**

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**CERTIFIED PUBLIC ACCOUNTANTS**  
608 Chestnut Street • Manchester, New Hampshire 03104  
(603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Androscoggin Valley Home Care Services

### *Opinion*

We have audited the accompanying financial statements of Androscoggin Valley Home Care Services (a nonprofit organization), which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of activities, functional expenses, 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 Androscoggin Valley Home Care Services as of as of June 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### *Basis for Opinion*

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 Androscoggin Valley Home Care Services 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 accounting principles generally accepted in the United States of America, 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 misstatement, 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 Androscoggin Valley Home Care Services' 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.

In performing an audit in accordance with 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 Androscoggin Valley Home Care Services' 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 Androscoggin Valley Home Care Services' 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.

*Nashon Clukay & Company PC*

Manchester, New Hampshire  
December 27, 2022

**ANDROSCOGGIN VALLEY HOME CARE SERVICES**  
**STATEMENTS OF FINANCIAL POSITION**  
**June 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 495,426	\$ 365,325
Accounts receivable	89,652	119,064
Prepaid expenses	<u>6,178</u>	<u>11,200</u>
<b>TOTAL CURRENT ASSETS</b>	<u>591,256</u>	<u>495,589</u>
<b>NONCURRENT ASSETS:</b>		
Land	15,000	15,000
Building and improvements	229,603	229,603
Equipment	71,750	71,750
Furniture and fixtures	<u>28,894</u>	<u>28,894</u>
	345,247	345,247
Less accumulated depreciation	<u>275,512</u>	<u>265,112</u>
Property and equipment-net	69,735	80,135
Investment in North Country Consortium	<u>128</u>	<u>128</u>
<b>TOTAL NONCURRENT ASSETS</b>	<u>69,863</u>	<u>80,263</u>
<b>TOTAL ASSETS</b>	<u>\$ 661,119</u>	<u>\$ 575,852</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 491	\$ 490
Accrued expenses	19,053	20,252
Advances from grantors	<u>61,228</u>	<u>        </u>
<b>TOTAL CURRENT LIABILITIES</b>	<u>80,772</u>	<u>20,742</u>
<b>NONCURRENT LIABILITIES:</b>		
<b>TOTAL NONCURRENT LIABILITIES</b>	<u>        </u>	<u>        </u>
<b>TOTAL LIABILITIES</b>	<u>80,772</u>	<u>20,742</u>
<b>NET ASSETS:</b>		
Without donor restrictions:		
Undesignated	484,539	482,729
Board reserve for building improvements	24,020	24,017
Board reserve for client financial assistance	48,341	48,364
With donor restrictions:		
Purpose restrictions	<u>23,447</u>	<u>        </u>
<b>TOTAL NET ASSETS</b>	<u>580,347</u>	<u>555,110</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 661,119</u>	<u>\$ 575,852</u>

*See notes to financial statements*

**ANDROSCOGGIN VALLEY HOME CARE SERVICES**  
**STATEMENTS OF ACTIVITIES**  
**For the Years Ended June 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
<b>CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS</b>		
<b>REVENUE AND SUPPORT</b>		
Fees and grants from governmental agencies	\$ 814,359	\$ 908,488
Charges for services	70,105	94,434
Contributions	48,562	43,154
Rental income		3,732
SBA - Paycheck Protection Program loan forgiveness		120,000
Other	12,002	7,910
Town of Gorham contribution	7,446	15,821
City of Berlin contribution	10,000	8,774
United Way	<u>345</u>	<u>225</u>
<b>TOTAL REVENUE AND SUPPORT WITHOUT DONOR RESTRICTIONS</b>	<u>962,819</u>	<u>1,202,538</u>
<b>EXPENSES</b>		
Program Services:		
Homemaker	435,639	434,613
Health Aide	136,871	233,015
Home Community Based Care	<u>138,791</u>	<u>142,065</u>
Total Program Services	711,301	809,693
Supporting Services:		
Management and general	<u>249,728</u>	<u>240,425</u>
Total Support Services	<u>249,728</u>	<u>240,425</u>
<b>TOTAL EXPENSES</b>	<u>961,029</u>	<u>1,050,118</u>
<b>INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS</b>	<u>1,790</u>	<u>152,420</u>
<b>CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS</b>		
Grants	<u>23,447</u>	<u>-</u>
<b>INCREASE IN NET ASSETS WITH DONOR RESTRICTIONS</b>	<u>23,447</u>	<u>-</u>
<b>CHANGE IN NET ASSETS</b>	25,237	152,420
<b>NET ASSETS, July 1</b>	<u>555,110</u>	<u>402,690</u>
<b>NET ASSETS, June 30</b>	<u>\$ 580,347</u>	<u>\$ 555,110</u>

*See notes to financial statements*

**ANDROSCOGGIN VALLEY HOME CARE SERVICES**  
**STATEMENTS OF FUNCTIONAL EXPENSES**  
**For the Years Ended June 30, 2022 and 2021**

**For the Year Ended June 30, 2022**

	Program Services			Total Program Services	Supporting Services	Total Expenses
	Homemaker	Health Aide	Home Community Based Care		Management and General	
Salaries and wages	\$ 339,334	\$ 103,436	\$ 107,706	\$ 550,476	\$ 137,969	\$ 688,445
Payroll taxes	24,877	8,046	9,405	42,328	11,190	53,518
Insurance	19,861	6,746	6,302	32,909		32,909
Dues and memberships	1,235	429	390	2,054	250	2,304
Marketing					2,771	2,771
Employee benefits					49,400	49,400
Miscellaneous	128	37	568	733	8,091	8,824
Office					24,745	24,745
Occupancy	10,146	3,913	3,222	17,281	102	17,383
Professional fees	4,229	1,451	1,393	7,073	3,999	11,072
Supplies	3,026	1,614	1,156	5,796		5,796
Telephone	1,429	510	454	2,393	255	2,648
Training	1,763	18	4	1,785	100	1,885
Travel	22,591	8,275	7,167	38,033		38,033
Employer required expenses	555	215	185	955		955
Postage	79	124	113	316	456	772
State unemployment taxes	6,386	2,057	726	9,169		9,169
Depreciation					10,400	10,400
	<u>\$ 435,639</u>	<u>\$ 136,871</u>	<u>\$ 138,791</u>	<u>\$ 711,301</u>	<u>\$ 249,728</u>	<u>\$ 961,029</u>

**For the Year Ended June 30, 2021**

	Program Services			Total Program Services	Supporting Services	Total Expenses
	Homemaker	Health Aide	Home Community Based Care		Management and General	
Salaries and wages	\$ 344,255	\$ 188,438	\$ 109,753	\$ 642,446	\$ 131,189	\$ 773,635
Payroll taxes	26,234	10,282	9,696	46,212	14,549	60,761
Insurance	15,519	6,109	4,872	26,500		26,500
Dues and memberships	1,678	771	564	3,013	244	3,257
Marketing					1,741	1,741
Employee benefits					34,545	34,545
Miscellaneous	650	298	5,307	6,255	3,414	9,669
Office					25,795	25,795
Occupancy	6,141	3,077	2,056	11,274	1,051	12,325
Professional fees	3,186	1,465	1,069	5,720	7,337	13,057
Supplies	780	820	420	2,020		2,020
Telephone	2,187	960	717	3,864		3,864
Training	3,338	20	5	3,363		3,363
Travel	23,722	17,989	6,020	47,731		47,731
Employer required expenses	1,242	568	386	2,196	732	2,928
Postage	2,522	1,140	843	4,505	737	5,242
State unemployment taxes	3,159	1,078	357	4,594	7,846	12,440
Depreciation					11,245	11,245
	<u>\$ 434,613</u>	<u>\$ 233,015</u>	<u>\$ 142,065</u>	<u>\$ 809,693</u>	<u>\$ 240,425</u>	<u>\$ 1,050,118</u>

See notes to financial statements

**ANDROSCOGGIN VALLEY HOME CARE SERVICES**  
**STATEMENTS OF CASH FLOWS**  
**For the Years Ended June 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
<b>Cash Flows From Operating Activities:</b>		
Cash received from clients and third-party reimbursements	\$ 997,290	\$ 990,025
Cash received from local governments and contributors	67,269	49,536
Cash received from United Way	345	225
Interest income	533	1,273
Other receipts	9,469	7,294
Cash paid to employees	(683,350)	(800,082)
Cash paid to suppliers	(261,455)	(271,196)
Net Cash Provided (Used) by Operating Activities	<u>130,101</u>	<u>(22,925)</u>
<b>Cash Flows From Investing Activities:</b>		
Purchases of equipment	<u>-</u>	<u>(10,750)</u>
Net Cash Used for Investing Activities	<u>-</u>	<u>(10,750)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	130,101	(33,675)
Cash and cash equivalents, at beginning of year	<u>365,325</u>	<u>399,000</u>
Cash and cash equivalents, at end of year	<u>\$ 495,426</u>	<u>\$ 365,325</u>
<b>Supplemental Disclosures of Noncash Transactions:</b>		
Debt forgiveness on SBA note payable	<u>-</u>	<u>\$ 120,000</u>

*See notes to financial statements*

**ANDROSCOGGIN VALLEY HOME CARE SERVICES  
NOTES TO FINANCIAL STATEMENTS  
For the Years Ended June 30, 2022 and 2021**

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

**Organization and Purpose**

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

**Accounting Policies**

The accounting policies of the Organization conform to accounting principles generally accepted in the United States of America as applicable to non-profit organizations except as indicated hereafter. The following is a summary of significant accounting policies.

**Basis of Accounting**

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

**Basis of Presentation**

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Organization is required to report information regarding its financial position and activities according to the following net asset classifications:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor or certain grantor restrictions. The governing board has designated, from net assets without donor restrictions, certain reserves for building improvements and for providing financial assistance to clients in need.

Net Assets With Donor Restrictions – Net assets subject to donor or certain grantor-imposed restrictions. Some donor imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

**Recognition of Contributions and Donor Restrictions**

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. The Organization reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions

**ANDROSCOGGIN VALLEY HOME CARE SERVICES  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Years Ended June 30, 2022 and 2021**

are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

**Cash and Cash Equivalents**

For the purpose of the statements of cash flows, cash and equivalents consist of demand deposits, cash on hand and all highly liquid investments comprised solely of certificates of deposit with a maturity of 90 days or less.

**Investments**

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

**Concentrations of Credit Risk**

The Organization maintains its cash in various financial institutions located in New Hampshire. At times, these balances may exceed federal insured limits. As of June 30, 2022, the Organization held \$97,050 in deposits with financial institutions in excess of FDIC limits. The Organization has not experienced any losses in such accounts. The Organization believes it is not exposed to any significant custodial credit risk on these cash and cash equivalents deposits.

**Accounts Receivable**

Unconditional pledges are recorded as made. These amounts are recorded at the present value of the estimated fair value. Conditional pledges are recognized only when the conditions on which they depend are substantially met and the pledges become unconditional. All accounts receivable are considered collectible and expected to be received within one year.

**Property and Equipment**

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

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

**Accrued Vacation**

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

**ANDROSCOGGIN VALLEY HOME CARE SERVICES  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Years Ended June 30, 2022 and 2021**

**Revenue and Revenue Recognition**

The Organization recognizes contributions, donations and miscellaneous income when cash is received. Conditional promises to give, that is, those with a measurable performance or other barrier and a right of return, are not recognized until the conditions on which they depend have been met.

The Organization also has revenue derived from cost-reimbursable federal and state contracts and grants, which are conditional upon certain performance requirements and/or incurrence of allowable qualifying expenses. Amounts received are recognized as revenue without donor restrictions when the Organization has met those performance requirements or incurred expenditures in compliance with the specific contract or grant provisions. Amounts received prior to meeting performance requirements or incurring qualifying expenditures are reported as either advances from grantors or revenue with donor restrictions, dependent upon contribution terms and conditions. Amounts not yet received, but already awarded are recorded as grants and contracts receivable.

The Organization recognizes revenue from contracts with customers in the form of charges for health aid and homemaker services when those services are provided to an individual not otherwise eligible for services covered by a Social Program or other external funding source, commonly referred to as "private-pay."

*Health Aide and Homemaker Services*

Charges for private-pay health aide and homemaker services are invoiced monthly. Charges are based on fixed fees dependent on the type of service provided, and do not incorporate variable consideration. The Organization recognizes revenue for health aide and homemaker services at the point in time when services are provided. The Organization recognizes a receivable for services provided in advance of payment being received.

**Functional Allocation of Expenses**

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited, based primarily on percentage allocations calculated based on hours worked (time and effort). The expenses that are allocated include payroll taxes, employee benefits and employer expenses, building occupancy, insurance, dues and memberships, supplies, telephone services, training, and postage, which are all allocated on the basis of time and effort, as noted previously. During the years ended June 30, 2022 and 2021, the Organization allocated indirect expenses for Homemaker, Health Aid, and Home Community Based Care at rates of 56%, 19% and 26%, respectively.

**ANDROSCOGGIN VALLEY HOME CARE SERVICES  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Years Ended June 30, 2022 and 2021**

**Bad Debts**

The Organization uses the direct write-off method for accounting for bad debts. No amounts were recognized as bad debt expense for the years ended June 30, 2022 and 2021.

**Income Taxes**

The Organization is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Organization has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS.

FASB Accounting Standards Codification Topic 740 entitled Accounting for Income Taxes requires the Organization to report uncertain tax positions for financial reporting purposes. The Organization had no uncertain tax positions as of June 30, 2022 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements. The Organization is subject to unrelated business income taxes (UBI) on its rental income, net of related expenses.

**Fair Value of Financial Instruments**

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

**Pervasiveness of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures during the reporting period. Actual results could differ from those estimates.

**NOTE 2—LIQUIDITY AND AVAILABILITY**

The Organization regularly monitors the availability of resources required to meet its operating needs and other contractual commitments.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing programs and activities as well as the conduct of services undertaken to support those activities to be general expenditures.

The following table reflects the Organization's financial assets as of June 30, 2022 and 2021, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor and other restrictions or internal board designations. In the event the need arises to utilize the board designated reserve funds for liquidity purposes, the reserves could be drawn upon through approval by the Board of Directors.

**ANDROSCOGGIN VALLEY HOME CARE SERVICES  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Years Ended June 30, 2022 and 2021**

Financial assets available for general expenditure within one year of the statement of financial position date, comprise the following:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 495,426	\$ 365,325
Accounts receivable	<u>89,652</u>	<u>119,064</u>
Total Financial Assets	585,078	484,389
Less:		
Net assets with donor restrictions	(23,447)	-
Board designated reserves	<u>(72,361)</u>	<u>(72,381)</u>
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<u>\$ 489,270</u>	<u>\$ 412,008</u>

**NOTE 3—ECONOMIC DEPENDENCE**

The Organization's primary source of revenues are fees and grants received from the State of New Hampshire and Medicaid reimbursements of \$771,780, and \$845,201, for the years ended June 30, 2022 and 2021, respectively. Revenue is recognized as conditions are met under the terms of the contract on a units of service basis. As of June 30, 2022, funding from the State of New Hampshire has been approved through June 30, 2024. Other support originates as allocations from United Way, charges for services for home community-based care programs and private charges for services, contributions and other income.

**NOTE 4—ACCRUED EXPENSES**

Accrued expenses consist of the following at June 30:

	<u>2022</u>	<u>2021</u>
Accrued vacation	\$ 16,337	\$ 20,252
Other	<u>2,703</u>	<u>-</u>
	<u>\$ 19,040</u>	<u>\$ 20,252</u>

**NOTE 5—SBA NOTE PAYABLE**

During the year ended June 30, 2020, the Organization obtained a note payable under the Paycheck Protection Program in the amount of \$120,000. During the year ended June 30, 2021, the Organization applied for and received principal forgiveness in whole by the Small Business Administration under the CARES Act. This debt forgiveness has been reported as a component of revenue and support as reported in the Statements of Activities.

**NOTE 6—NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions as of June 30, 2022 were comprised of \$23,447 in support of the NH Delivery System Reform program.

**ANDROSCOGGIN VALLEY HOME CARE SERVICES**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**For the Years Ended June 30, 2022 and 2021**

**NOTE 7—REVENUE FROM CONTRACTS WITH CUSTOMERS**

The following tables provide information about balances of receivables, contract assets and contract liabilities associated with contracts with customers for the years ended June 30, 2022 and 2021:

	<u>Receivables</u>	<u>Contract Assets</u>	<u>Contract Liabilities</u>
June 30, 2022	\$ 2,804	\$ -	\$ -
June 30, 2021	\$ 10,552	\$ -	\$ -
July 1, 2020	\$ 4,687	\$ -	\$ -

**NOTE 8—RETIREMENT PLAN**

The Organization offers a defined contribution retirement program (SEP Plan) to its employees. The Organization contributes up to 3% of employee wages, for employees with at least three years of service, to the plan. Pension plan expenses for the years ended June 30, 2022, and 2021 were \$11,618 and \$13,582, respectively.

**NOTE 9—IN-KIND SERVICES**

The Organization received \$2,000 and \$2,500 for in-kind services for professional services for the years ended June 30, 2022 and 2021, respectively.

**NOTE 10—CONTINGENCIES**

Grants require fulfillment of certain conditions as set forth in the terms of the grant contract. Failure to fulfill grant conditions could result in the return of the funds to grantors. Although that is a possibility, the Board deems the contingency remote, since by accepting the gifts and their applicable terms it has accommodated the objectives of the Organization to the provisions of the gift.

**NOTE 11—SUBSEQUENT EVENTS**

Subsequent events have been evaluated through December 27, 2022 which is the date the financial statements were available to be issued.

**Androscoggin Valley Home Care Services  
Berlin, New Hampshire**

**Board of Directors**

1. Louise Valliere, President
2. Laurie Bryant, Vice President
3. Jo L'Heureux, Secretary
4. Karen Eichler, Treasurer
  
5. Marge McClellan
  
6. Dan Blais
  
7. Meredith Steady
  
8. Candice Santy
  
9. Cindy Morin

## Margo Carmela Sullivan, BSN

### Employment

**May 2022 – Present**      **Executive Director**      **A.V. Home Care Services**  
**Berlin, NH**

Leading organization in recalibrating all operations post-Covid, including stabilizing funding streams, reinvigorating programmatic and quality standards, and addressing workforce challenges in Coos County by aligning with community partners to pursue innovative solutions.

**August-November 2019**      **Public Health Coordinator**  
**Littleton NH**      **North Country Health Consortium**

Coordinated public health activities for the North Country assuring timely response to regional needs and State mandates. Assured grant priorities relative to Lead Poisoning Prevention, Hepatitis A Prevention, School Based Flu Clinic coordination, Medical Reserve Corps volunteer recruitment and management, Young Adult Strategy training, and Public Health Advisory Council facilitation.

**January-August 2019**      **Integrated Delivery Network QI Coach**  
**Littleton, NH**      **North Country Health Consortium**

Collaborated with partners in Region 7 Integrated Delivery Network to articulate goals and track achievement of milestones as outlined in grant requirements. Coordinated Critical Time Intervention training and meetings for statewide regional CTI partners and Region 7 CTI Mini Learning Collaborative.

**September 2016-December 2018**      **TCPI Practice Facilitator**  
**Littleton, NH**      **North Country Health Consortium**

Assured that QI projects were identified and implemented in NH Seacoast ambulatory practices to meet their milestones as required by the Transforming Clinical Practice Initiative, aiming to prepare the practices for imminent value-based reimbursement.

**2001-2016**      **Executive Director**      **A.V. Home Care Services**  
**Berlin, NH**

Advanced the charitable mission of AVHCS as a non-Medicare certified home care agency while assuring fiscal, regulatory, administrative and clinical integrity of the organization and its programs. Worked effectively with staff, key stakeholders and partners in multiple sectors over time, building rapport and trust.

**1997-2001**      **Nurse Supervisor**      **A.V. Home Care Services**

Assured staff compliance with agency policies and procedures, as well as Medicare home health standards of care for contracted LNA services.

**1993-1997**                      **Director of Nursing**                      **St. Vincent de Paul Nursing Home**  
**Berlin, NH**

Directed nursing services for 80- bed, Medicare/Medicaid Certified Long- Term Care facility, assuring regulatory compliance and quality of care.

**1990-1993**                      **Nurse Consultant**                      **IMED Corporation**  
**San Diego, CA**

Utilized infusion expertise to assist sales force in their hospital evaluations and/or installations of new IV equipment, consulting on clinical applications across the US and Canada. Trained hospital staff in both large and small settings employing Train-the-Trainer strategies. Wrote clinical briefs for sales force.

**1982-1990**                      **Nurse Manager**                      **Denver Children's Hospital**  
**Denver, CO**

Supervised more than 80 all- RN staff on a medical/surgical/infectious disease unit in regional teaching hospital. Key resource for medical students and residents. Facilitated inter-departmental nursing coordination of services, managed patient isolation per protocol, completed Quality reporting. Researched and instructed nursing staff on different strains of meningitis, implications for care and follow up.

**1980-1982**                      **Staff Nurse**                      **Denver Children's Hospital**

Provided patient care for infants and toddlers in a team-based, teaching hospital, functioning as unit charge nurse as assigned on 44 bed medical/surgical/infectious disease unit.

### Education

**1974-1979**                      **University of New Hampshire**                      **Bachelor of Science: Nursing**  
**Durham, NH**                      Study abroad: Arundel, England                      **Minor: English Literature**  
1976

**1970-1974**                      **Berlin High School**                      **High School Diploma**  
**Berlin, NH**                      *Phillips Exeter Academy*                      *Advanced Study*  
*Summer 1973*                      *Logic, Anatomy & Physiology, Literature*

# Barbara Patry

## Objective

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

## Summary or Qualifications

- Nearly 20 years of experience as a professional manager.
- Vast knowledge of Microsoft Excel & Word.
- Work on and proficient with ADP Dealer Service system and ADP Inc. payroll system.
- Work on and proficient with DealerTrack service system.
- Work on and proficient with Quickbook system.
- Function well both independently and as a team player; calm under pressure.
- Goal-oriented individual with strong leadership capabilities.
- Organized and efficient; productive in fast-paced, high pressure atmosphere.
- Self-motivated; able to set effective priorities and meet impractical deadlines.

## Experience

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

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

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

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

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

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

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

- Provide professional management service for entire Berlin City Dealership auto group.* Manage mortgages for complete auto group, record dividend payments monthly from all associated companies to parent company. Responsible for allocating a portion of company-wide expenses incurred, i.e. data processing expenses, legal expenses, etc., to individual locations. Oversee advertising department and IT department both of which provide service for entire company.
- Office Accounting** -Responsible for all aspects of accounting in fast paced office environment. Duties include, but not limited to daily bank reconciliations, daily online ACH transfers & wire transfers, accounts payable duties

including shopping prices, purchasing and payment to all vendors, accounts receivable, Coop advertising reimbursements, demo logs, general journal entries, maintenance of DOC, and creation of white books.

- **Payroll** -Accountable for all phases of the payroll process. Duties include inputting weekly payroll, performing all aspects of Human Resource from maintaining insurances, time cards and employee personnel files to generating entire auto group's 401k weekly file transfer.
- **Warranty Processing** -First Extended Service Contract warranty maintenance. These duties include submission of final document to service department vendor, processing of service contract cancellations when notified by appropriate party, and input of all authorized claims associated with the service contract.

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

Responsible for calculating prices of ads for various sizes & rates.

Coordinated creation of ads with actual layout in the newspaper in a timely manner.

Responsible for servicing customers by telephone or on site.

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

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

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

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

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

#### **Education**

US ARMY RESERVE 1986-1988, PFC, MILITARY POLICE

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

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

BERLIN HIGH SCHOOL, BERLIN NH 1983 GRADUATE

# MICHELLE LIBBY

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## OBJECTIVE

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Established positive rapport with alumni by speaking clearly, actively engaging in conversation and asking open-ended questions. Dependable Experienced with excellent client and project management skills. Action-orientated with strong ability to communicate effectively with technology, executive, and business audiences. Enthusiastic, versatile, and flexible positive relationship builder seeking to leverage background into a project specialist of global sales operations role with a progressive organization.

## SKILLS & ABILITIES

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Extremely organized  
Data Entry  
Conflict Resolution

## EXPERIENCE

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March 1994 to June 2002 Waitress/ Manager-Loaf Around Bakery- Gorham NH

- Attended to new customers quickly to inquire about drinks, offer specials knowledge and build positive connections for meal satisfaction.
- Manage cash register, bookkeeping, inventory, Assign other employees to job duties.
- Stocking, inventory, cleaning, preparation

May 2003 to November 2010 LNA – Coos County Nursing Home Berlin, NH

- Assist residents with bathing, grooming, dressing and feeding
- Work with and under the supervision of a Registered Nurse
- Documentation of clients condition and also what tasks were completed while on duty.

November 2016 to September 2022 Homemaker – Androscoggin Valley Home Care Services Berlin NH

- Assist clients with cleaning, daily household tasks, shopping, errands
- Report to nursing staff and abnormal behaviors
- Document tasks done, mandated reporter for clients well being

September 2022 to February 2023

Person Centered Care Planner - Androscoggin Valley Home Care Services  
Berlin NH

- . Sign clients up for services under programs which they qualify for
- . Do redetermination of services paperwork

February 2023 to Present

Client Services Coordinator – Androscoggin Valley Home Care Services  
Berlin, NH.

- . Scheduling of staff and clients
- . Data entry, documentation, filing
- . Answering phones, resolving client or staff issues

## EDUCATION

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1994 GED - Vergennes VT Northland Job Corps Center

1994 General Education – Berlin High School Berlin, NH

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## **Susan Kelley, Registered Nurse**

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### **Education**

Sacred Heart, School of Nursing, Manchester, NH Graduated 1975

### **Professional Experience**

Androscoggin Valley Home Care 2009-present (Registered Nurse Supervisor)

Interim Health Care 1998-2008 (Registered Nurse)

Coos County Family Health Services 1995-1998 (Triage Nurse)

Berlin Health Department 1985-1995 (Registered Nurse)

Barry Conservation Camp 1988-1992 (Camp Nurse)

Milan/ Errol School District 1984-1988 (School Nurse)

St. Vincent De Paul Nursing Home 1975-1977 (Registered Nurse)

### **Training**

Dementia and Hospice Trained

# Samantha Bombard

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## Education

Associate's Degree in Health Science, White Mountains  
Community College- Medical Assistant

Licensed Nursing Assistant

BLS Certified

Hospice Trained and Certified

## Professional

June 2008 to present, Androscoggin Valley Home Care Services,  
Berlin, NH

## Experience

**Licensed Nursing Assistant/Medical Assistant/Person  
Centered Care Planner/Client Services Coordinator**

- I assist with activities of daily living for elderly or disabled clients, remaining conscious of their individual needs and preferences.
- Throughout these nine years of employment, I improved upon time management skills and learned how to most effectively relate to each of my clients. I learned the importance of patience, and practice this skill daily.
- Administrative duties, including but not limited to, filing documents, client/employee interface, coordinating health aide and homemaker schedules, computer filing and record keeping, co-chair for safety committee.

October 2014 to January 2015, June 2015 to December 2015,  
Weeks Medical Center, Whitefield, NH

**Medical Assistant**

- Rooming patients, minor office procedures, vital signs, performed x-rays, administered injections including immunizations, assisted with applying splints and braces, performed ear irrigations, phlebotomy, well child checks/adult physicals, and patient education.
- Administrative duties, including scheduling appointments, documenting patient's information, answering phones, and taking messages.

**ANDROSCOGGIN VALLEY HOME CARE SERVICES  
BERLIN**

**Key Personnel**

Name	Job Title	Salary Amount Paid from this Contract
Margo Sullivan	Executive Director	\$ 8,821.94
Barbara Patry	Finance Director	\$ 7,641.27
Michelle Libby	Client Service Coordinator	\$18,895.50
Susan Kelley	Registered Nurse	\$ 8,992.62
Samantha Bombard	Registered Nurse	\$ 11,711.70

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

Lori A. Shilbette  
Commissioner

Melissa A. Hardy  
Director

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-5034 1-800-852-3345 Ext. 5034  
Fax: 603-271-5166 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

June 8, 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 contracts with the Contractors listed below in an amount not to exceed \$11,347,242.44 for the provision of home health services, with the option to renew for up to four (4) additional years, effective July 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 58.8% Federal Funds. 41.2% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Androscoggin Valley Home Care Services (Berlin, NH)	157347	Coos County	\$1,237,380.44
Area HomeCare Family Services, Inc. (Portsmouth, NH)	166931	Rockingham County	\$2,621,184
Easter Seals New Hampshire, Inc. (Manchester, NH)	177204	Hillsborough (Manchester, Milford, Nashua) and Strafford Counties	\$1,537,704
Lakes Region Community Services Council (Laconia, NH)	177251	Belknap, Grafton and Sullivan Counties	\$1,319,856
Visiting Nurse Home Care & Hospice of Carroll County (North Conway, NH)	225191	Carroll County	\$295,600
VNA at HCS, Inc. (Keene, NH)	177274	Cheshire County	\$1,462,584
Waypoint (Manchester, NH)	177166	Hillsborough and Merrimack Counties	\$2,872,934
		<b>Total:</b>	<b>\$11,347,242.44</b>

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

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**

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

Approximately 6,226 individuals will be served during State Fiscal Years 2023 and 2024.

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

In-Home Health Aide Services provide assistance with managing individual personal care needs, including bathing and grooming.

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

The 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 March 22, 2022 through April 26, 2022. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

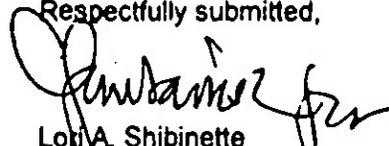
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties,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

Should the Governor and Council not authorize this request, older, isolated and frail adults, age 60 and older, and adults between the ages of 18 and 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; 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

**Division of Finance and Procurement  
Bureau of Contracts and Procurement  
Scoring Sheet**

Project ID # RFA-2023-BEAS-06-HOMEH

Project Title Home Health Services

	Maximum Points Available	Androscoggin Valley (AV) Home Care	Area HomeCare & Family Services, Inc	Easterseals - Hillsborough	Easterseals - Strafford	Home Healthcare, Hospice and Community Services	Lakes Region Community Services - Belknap	Lakes Region Community Services - Grafton	Lakes Region Community Services - Sullivan	Visiting Nurse Home Care & Hospice	Waypoint-Hillsborough	Waypoint-Merrimack
<b>Technical</b>												
Experience Q1	30	26	25	26	26	29	21	21	21	23	30	30
Capacity Q2	25	24	20	21	21	23	17	17	17	17	25	25
Ability Q3	35	33	34	31	31	22	15	15	15	10	34	34
Staffing Q4	10	8	10	9	9	9	9	9	9	8	10	10
<b>TOTAL POINTS</b>	<b>100</b>	<b>91</b>	<b>89</b>	<b>87</b>	<b>87</b>	<b>83</b>	<b>62</b>	<b>62</b>	<b>62</b>	<b>58</b>	<b>99</b>	<b>99</b>

<u>Reviewer Name</u>	<u>Title</u>
1 <u>Shawn Martin</u>	<u>Finance Administrator</u>
2 <u>Kathleen Gray</u>	<u>Bureau of Family Centered Support Staff</u>
3 <u>Thom O'Connor</u>	<u>BEAS Program Administrator</u>
4 <u>Alyssa Voisine</u>	<u>Program Planning &amp; Review Specialist</u>

Androscoggin Valley Home Care Services

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 103,890.22
2024	540-500382	SS Contracts	multiple	\$ 103,890.22
		Subtotal		\$ 207,780.44

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

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 514,800.00
2024	543-500385	Adult In Home Care	multiple	\$ 514,800.00
		Subtotal		\$ 1,029,600.00
		Grand Total		\$ 1,237,380.44

Area HomeCare-Family Services, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 70,584.00
2024	540-500382	SS Contracts	multiple	\$ 70,584.00
		Subtotal		\$ 141,168.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 1,240,008.00
2024	543-500385	Adult In Home Care	multiple	\$ 1,240,008.00
		Subtotal		\$ 2,480,016.00
		Grand Total		\$ 2,621,184.00

Easter Seals New Hampshire, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 66,516.00
2024	540-500382	SS Contracts	multiple	\$ 66,516.00
		Subtotal		\$ 133,032.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 702,336.00
2024	543-500385	Adult In Home Care	multiple	\$ 702,336.00
		Subtotal		\$ 1,404,672.00
		Grand Total		\$ 1,537,704.00

Lakes Region Community Services Council

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 90,456.00
2024	540-500382	SS Contracts	multiple	\$ 90,456.00
		Subtotal		\$ 180,912.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 569,472.00
2024	543-500385	Adult In Home Care	multiple	\$ 569,472.00
		Subtotal		\$ 1,138,944.00
		Grand Total		\$ 1,319,856.00

Visiting Nurse Home Care Hospice of Carroll County

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 39,800.00
2024	540-500382	SS Contracts	multiple	\$ 39,800.00
		Subtotal		\$ 79,600.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 108,000.00
2024	543-500385	Adult In Home Care	multiple	\$ 108,000.00
		Subtotal		\$ 216,000.00
		Grand Total		\$ 295,600.00

VNA at HCS, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 16,548.00
2024	540-500382	SS Contracts	multiple	\$ 16,548.00
		Subtotal		\$ 33,096.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 714,744.00
2024	543-500385	Adult In Home Care	multiple	\$ 714,744.00
		Subtotal		\$ 1,429,488.00
		Grand Total		\$ 1,462,584.00

Waypoint

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 239,515.00
2024	540-500382	SS Contracts	multiple	\$ 239,515.00
		Subtotal		\$ 479,030.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 1,196,952.00
2024	543-500385	Adult In Home Care	multiple	\$ 1,196,952.00
		Subtotal		\$ 2,393,904.00
		Grand Total		\$ 2,872,934.00

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

Subject: Home Health Services (RFA-2023-BEAS-06-HOMPH-01)

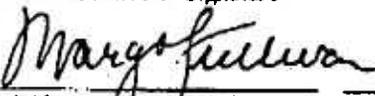
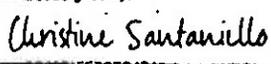
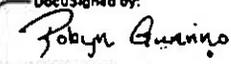
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Androsunggin Valley Home Care Services		1.4 Contractor Address 795 Main Street Berlin, NH 03570	
1.5 Contractor Phone Number 603-752-7505	1.6 Account Number 05-95-48-481010-7872; 05-95-48-481010-9255	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$1,237,380.44
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6/8/22		1.12 Name and Title of Contractor Signatory Margo Sullivan	
1.13 State Agency Signature DocuSigned by:  6/9/2022		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) DocuSigned by: By:  On: 6/10/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
Date 6/8/22

**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, formulas, 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.

Contractor Initials

Date

MM  
6/8/22

**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, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:**

**3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").**

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

**3.3. The parties may extend the Agreement for up 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.**

**1.3. 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.**

*MMO*

6/8/22

**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 Walvers 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 Coos 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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6/8/22

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

**EXHIBIT B**

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.

*MNO*

6/8/22

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

**EXHIBIT B**

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. Nursing Services**

1.8.1. The Contractor shall provide nursing services through Title III to eligible individuals, which include, but are not limited to:

1.8.1.1. Providing nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.

1.8.1.2. Providing the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.

1.8.2. The Contractor shall provide the following nursing services based on the individual's need:

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

1.8.2.2. Performing an evaluation of the individual's medical needs.

1.8.2.3. Developing a nursing care plan and incorporating this information into the individual's person-centered plan.

1.8.2.4. Providing nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care physician.

1.8.2.5. Coordinating nursing services to ensure that there is no duplicate provision of services.

1.8.2.6. Ensuring that LPN and registered nursing services are not covered when provided for the purpose of nursing oversight of authorized LNA services.

**1.9. Service Administration**

1.9.1. Access to Services

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

*JNO*  
6/8/22

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

**EXHIBIT B**

- 1.9.1.1.1. Accepting applications for services directly from an individual and in accordance with Section 1.9.2., below; and
- 1.9.1.1.2. Accepting referrals of individuals from the Department's Adult Protection Program.
- 1.9.2. Client Request and Application for Services
  - 1.9.2.1. 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:
    - 1.9.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.
    - 1.9.2.1.2. 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.
- 1.9.3. Client Eligibility Requirements for Services
  - 1.9.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.
  - 1.9.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 1.9.7.2., 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.
  - 1.9.3.3. 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.

*DMO*

6/8/22

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

**EXHIBIT B**

- 1.9.3.4. 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.
- 1.9.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.2.
- 1.9.3.6. 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.

**1.9.4. Client Assessments and Service Plans**

- 1.9.4.1. 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.
- 1.9.4.2. 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.
- 1.9.4.3. 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.
- 1.9.4.4. 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.

**1.9.5. Person Centered Provision of Services**

- 1.9.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into all services provided under this Agreement:
  - 1.9.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

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

**EXHIBIT B**

- 1.9.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
  - 1.9.5.1.3. Individuals are listened to; needs and concerns are addressed.
  - 1.9.5.1.4. Individuals receive the information they need to make informed decisions.
  - 1.9.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
  - 1.9.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
  - 1.9.5.1.7. Individual's rights are affirmed and protected.
  - 1.9.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
  - 1.9.5.1.9. 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.
- 1.9.6. Client Fees and Donations
- 1.9.6.1. The Contractor shall comply with the donation requirements for Title III Services. The Contractor:
    - 1.9.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.9.7. Adult Protection Services;
    - 1.9.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12;
    - 1.9.6.1.3. Shall ensure the donation is purely voluntary, and must not refuse services if an individual is unable or unwilling to donate;
    - 1.9.6.1.4. Shall not bill or invoice clients and/or their families; and

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**EXHIBIT B**

- 1.9.6.1.5. Shall ensure that all donations support the program for which donations were given.
- 1.9.6.2. The Contractor shall comply with the fee requirements for Title XX Services. The Contractor:
  - 1.9.6.2.1. May charge fees to individuals, (except as stated in Section 1.9.7. Adult Protection Services), receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.
  - 1.9.6.2.2. Shall ensure that the sliding fee schedule complies with the requirements of New Hampshire Administrative Rule He-E 501.
  - 1.9.6.2.3. 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.
  - 1.9.6.2.4. Shall ensure that all fees support the program for which donations were given.
- 1.9.7. Adult Protection Services
  - 1.9.7.1. 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.
  - 1.9.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services described in this Agreement.
  - 1.9.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
  - 1.9.7.4. 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.
- 1.9.8. Referring Clients to Other Services

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

1.9.9. Client Wait Lists

1.9.9.1. 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.

1.9.9.2. 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.

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

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

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

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

1.9.9.4.2. The name of the service being requested.

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

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

1.9.9.4.5. 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 individual was determined eligible for Title XX services.

1.9.9.4.6. The individual's assigned priority on the wait list, determined in accordance with NH Administrative Rules He-E 501 and 502.

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

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

- 1.9.9.5. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:
  - 1.9.9.5.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
  - 1.9.9.5.2. Declining mental or physical health of the caregiver.
  - 1.9.9.5.3. Declining mental or physical health of the individual.
  - 1.9.9.5.4. Individual has no respite services while living with a caregiver.
  - 1.9.9.5.5. Length of time on the wait list.
  - 1.9.9.5.6. 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.
  - 1.9.9.5.7. 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.
- 1.9.9.6. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 1.9.9.7. The Contractor shall make the wait list available to the Department upon request.
- 1.9.10. E-Studio Electronic Information System
  - 1.9.10.1. The Contractor shall use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
  - 1.9.10.2. 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.

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

**EXHIBIT B**

1.9.10.3. 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.

**1.9.11. Grievance and Appeals Process**

1.9.11.1. 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:

1.9.11.1.1. The client's name.

1.9.11.1.2. The type of service received by the client.

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

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

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

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

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

**1.9.12. Client Feedback**

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

**1.9.13. Support Services During an Emergency, Disaster or Crisis**

1.9.13.1. The Contractor shall provide support services to eligible individuals who are homebound in accordance with the Older Americans Act during a declaration of emergency or disaster, which may include delivery services for essential needs.

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

1.9.13.2.1. Disseminating information about COVID-19 vaccines, and directing individuals with

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Home Health Services**

**EXHIBIT B**

questions to additional sources of information.

1.9.13.2.2. 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.

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

1.9.13.2.4. Planning and organizing vaccination activities.

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

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

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

1.11. 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.

1.12. 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.

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

1.14. 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:

1.14.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;

1.14.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard;

1.14.3. A description of time frames necessary for obtaining staff replacements;

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- 1.14.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 1.14.5. A description of the method for training new staff members performing duties required under this Agreement.
- 1.15. 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.
- 1.16. The Contractor shall participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.
- 1.17. 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:
  - 1.17.1. Desk reviews; or
  - 1.17.2. On-site reviews.
- 1.18. Reporting
  - 1.18.1. The Contractor shall submit quarterly reports on the provision of Home Health services to the Department to ensure program compliance. The Contractor shall ensure:
    - 1.20.1.1. 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
    - 1.20.1.2. The report includes, but is not limited to:
      - 1.20.1.2.1. Expenses by program service provided.
      - 1.20.1.2.2. Revenue, by program service provided, by funding source.
      - 1.20.1.2.3. Total amount of donation and/or fees collected from all individuals as defined in Section 1.9.6.
      - 1.20.1.2.4. Actual Units served, by program service provided, by funding source.
      - 1.20.1.2.5. Number of unduplicated clients served, by service provided, by funding source.

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

- 1.20.1.2.6. Number of Title III and Title XX clients served with funds not provided by the Department.
- 1.20.1.2.7. Unmet need/waiting list.
- 1.20.1.2.8. Lengths of time clients are on a waiting list.
- 1.20.1.2.9. 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.
- 1.20.1.2.10. Explanation describing the reasons for individuals' not receiving their planned services in this Agreement.
- 1.20.1.2.11. A plan to address how to resolve the issues in Section 1.20.1.2.10.

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

**1.19. Performance Measure**

1.19.1. 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 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**

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

**EXHIBIT B**

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.
- 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:

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

**EXHIBIT B**

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- 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. 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. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. 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:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. 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.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.beasinvoices@dhhs.nh.gov](mailto:dhhs.beasinvoices@dhhs.nh.gov) or mailed to:

Financial Manager  
Department of Health and Human Services  
105 Pleasant Street

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6/8/22

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

**EXHIBIT C**

Concord, NH 03301

- 5. 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.
- 6. 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.
- 7. 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.
- 8. Audits
  - 8.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 8.1.1. 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.
    - 8.1.2. 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.
    - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 8.2. 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](mailto: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.
    - 8.2.1. 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.

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

**EXHIBIT C**

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- 8.3. 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.
- 8.4. 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 Rate Sheet

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**Home Health Services - Androscoggin Valley Home Care Services**

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	42,900	\$12.00	\$ 514,800.00
Title IIIB In Home Services	1/2 Hour	5,000	\$12.00	\$ 60,000.00
Title IIIB Home Health Aide	1/2 Hour	2,399	\$16.00	\$ 38,384.00
Title IIIB Nursing	1/2 Hour	214	\$25.73	\$ 5,506.22

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	42,900	\$12.00	\$ 514,800.00
Title IIIB In Home Services	1/2 Hour	5,000	\$12.00	\$ 60,000.00
Title IIIB Home Health Aide	1/2 Hour	2,399	\$16.00	\$ 38,384.00
Title IIIB Nursing	1/2 Hour	214	\$25.73	\$ 5,506.22

Contractor Initials: MO  
 Date: 6/8/22

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:

6/8/22  
Date

Margo Sullivan  
Name: Margo Sullivan  
Title: Interim Executive Director

Vendor Initials MS  
Date 6/8/22

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:

6/8/22  
Date

Margo Sullivan  
Name: Margo Sullivan  
Title: Interim Executive Director



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

*JMO*

*6/8/22*

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 (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/8/22  
Date

Margot Sullivan  
Name: Margot Sullivan  
Title: Interim Executive Director

Contractor Initials MS  
Date 6/8/22



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

MO

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

Date

6/8/22

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.

6/8/22  
Date

Contractor Name:

Margo Sullivan  
Name: Margo Sullivan  
Title: Interim Executive Director

Exhibit G

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

Contractor Initials

MS

Date

6/8/22



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:

6/8/22  
Date

Margo Sullivan  
Name: Margo Sullivan  
Title: Interim Executive Director



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

Contractor Initials

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Date

6/8/22



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

3/2014

Contractor Initials MD  
Date 6/8/22



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

3/2014

Contractor Initials

*mo*

Date 6/8/22



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.

3/2014

Contractor Initials

*MO*

Date

6/8/22



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

Christine Santaniello

Signature of Authorized Representative

Christine Santaniello

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

6/10/2022

Date

Androscoogus Valley Home Care Services

Name of the Contractor

Margo Sullivan

Signature of Authorized Representative

Margo Sullivan

Name of Authorized Representative

Interim Executive Director

Title of Authorized Representative

6/8/22

Date

MS

6/8/22

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 (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Contractor Name:

6/8/22  
Date

Margo Sullivan  
Name: Margo Sullivan  
Title:



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 DUNS number for your entity is: 78-115-0172
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

Name: _____	Amount: _____

Contractor Initials: MD  
Date: 6/8/22

**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

**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

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6/8/22

**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.).

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**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

*DMO*

*6/9/22*

**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/doiit/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

*ms*

*6/8/22*

New Hampshire Department of Health and Human Services  
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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

*lno*

*6/8/22*

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

This Amendment to the Home Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Area HomeCare Family Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #47), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.6, Account Number, to read:  
05-95-48-481010-7872  
05-95-48-481010-9255  
05-95-48-481010-2638
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$2,636,184
3. Modify Exhibit C, Payment Terms, Section 1, to read:
  1. This Agreement is funded by:
    - 1.1. 59.61% Federal funds:
      - 1.1.1. 2.68% Older Americans Act Title III-B, as awarded on September 8, 2022 and February 13, 2023, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS and 2301NHOASS.
      - 1.1.2. 56.45% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR.
      - 1.1.3. 0.48% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supportive Services, CFDA 93.044, FAIN 2101NHSSC6.
    - 1.2. 40.39% General funds.
4. Modify Exhibit C, Payment Terms, Section 3 through Subsection 3.1, to read:
  3. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-1, Rate Sheet.
    - 3.1. Payment for COVID-19 discretionary funding shall be on a cost-reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-2, Amendment #1, SFY 2024 Budget.
5. Modify Exhibit C, Payment Terms, Section 4, to read:
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.beasinvoices@dhhs.nh.gov](mailto:dhhs.beasinvoices@dhhs.nh.gov) or mailed to:

Program Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301

6. Add Exhibit C-2, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

6/8/2023

Date

DocuSigned by:

Melissa Hardy

1323A240400E405

Name: Melissa Hardy

Title: Director, DLSS

Area HomeCare Family Services, Inc.

6/6/2023

Date

DocuSigned by:

JUDY TAYLOR

30002C130C20140

Name: JUDY TAYLOR

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

6/9/2023

Date

DocuSigned by:  
*Robyn Guarino*  
748734841941460  
Name: Robyn Guarino  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

New Hampshire Department of Health and Human Services	
Contractor Name: <i>Area HomeCare Family Services, Inc.</i>	
Budget Request for: <i>Home Health Services</i>	
Budget Period <i>SFY 2024</i>	
Indirect Cost Rate (if applicable) <i>5.66%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	
2. Fringe Benefits	\$11,303
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) <i>Client Supplies</i>	\$3,697
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$14,197</b>
<b>Total Indirect Costs</b>	<b>\$803</b>
<b>TOTAL</b>	<b>\$15,000</b>

Contractor Initials JS  
 Date 6/6/2023

# 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 AREA HOMECARE FAMILY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 27, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61207

Certificate Number: 0005763121



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of April A.D. 2022.

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

David M. Scanlan  
Secretary of State

CERTIFICATE OF AUTHORITY

1. Katherine Latchaw, Secretary, 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 Area HomeCare Family Services, Inc.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at an on-line meeting of the Board of Directors/shareholders, duly called and held on June 06, 2023, at which a quorum of the Directors/shareholders were present and voting.

(Date)

VOTED: That Judy Taylor Executive Director (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Area HomeCare Family Services, Inc. to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

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

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

Dated: 06/06/2023

Katherine Latchaw

Signature of Elected Officer

Name: Katherine Latchaw

Title: Secretary - BOID



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/04/2023

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

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

<b>PRODUCER</b> Masiello Insurance Agency, Inc. An Optisure Risk Partner 69A Island Street, Suite 1 Keene NH 03431	<b>CONTACT NAME:</b> Donna Croteau, AAI, Managing Director <b>PHONE (A/C No, Ext):</b> (603) 283-1834 <b>FAX (A/C, No):</b> (603) 352-8367 <b>E-MAIL ADDRESS:</b> donna.croteau@king-insurance.com														
<b>INSURED</b> Area HomeCare & Family Services, Inc. The Ballard Building 1320 Woodbury Avenue Portsmouth NH 03801	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Hanover Insurance Company</td> <td>22282</td> </tr> <tr> <td>INSURER B: Wesco Insurance Co</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Insurance Company	22282	INSURER B: Wesco Insurance Co		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES      CERTIFICATE NUMBER: State of NH DHHS      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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZHV926516411	08/09/2022	08/09/2023	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/PROP AGG \$ Included \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			ABV926528111	08/09/2022	08/09/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHV926567611	08/09/2022	08/09/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A	VWC3647377	05/01/2023	05/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability Occurrence Form			ZHV926516411	08/09/2022	08/09/2023	Each Occurrence 1,000,000 Aggregate 3,000,000

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire DHHS Bureau of Elderly & Adult Services 129 Pleasant Street  Concord NH 03301-3857	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <div style="text-align: center; font-family: cursive; font-size: 1.2em;">Donna Croteau</div>
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Area HomeCare & Family Services, Inc.

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

The purpose of the corporation shall be to;

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

AREA HOMECARE & FAMILY SERVICES, INC.  
FINANCIAL STATEMENTS AND OTHER INFORMATION  
Year Ended June 30, 2022  
with Summarized Financial Information  
for the Year Ended June 30, 2021

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Sanders & Karcher  
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

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

**Report on the Financial Statements**

**Opinion**

We have audited the accompanying financial statements of Area HomeCare & Family Services, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Area HomeCare & Family Services, Inc. as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. 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 Area HomeCare & Family Services, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

**Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; 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 misstatement, 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 Area HomeCare & Family Services, Inc.'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 and *Government 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 the one resulting from error, as fraud may involve collusion,

Board of Directors

Area HomeCare & Family Services, Inc.

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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 judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgement 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 Area HomeCare & Family Services, Inc.'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 judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about Area HomeCare & Family Services, Inc.'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.

**Report on Summarized Comparative Information**

We have previously audited Area HomeCare & Family Services, Inc.'s financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 29, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

**Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain

Board of Directors  
Area HomeCare & Family Services, Inc.  
Page 3

additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other procedures in accordance with accounting principles generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated November 23, 2022, on our consideration of Area HomeCare & Family Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Area HomeCare & Family Services, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering whether Area HomeCare & Family Services, Inc.'s internal control over financial reporting and compliance.

*Sanders & Karcher*

Sanders & Karcher  
Portsmouth, New Hampshire  
November 23, 2022

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

	2022			2021
	Without Donor Restrictions	With Donor Restrictions	Total	Total
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
Cash and cash equivalents	\$ 245,616	\$ -	\$ 245,616	\$ 542,593
Accounts receivable, net of allowance of \$1,000 for both years	117,409	-	117,409	119,186
Unconditional promises to give	-	19,813	19,813	23,813
Investments at fair value	1,520,693	-	1,520,693	1,455,790
Prepaid expenses	-	-	-	1,005
Total current assets	<u>1,883,718</u>	<u>19,813</u>	<u>1,903,531</u>	<u>2,142,387</u>
PROPERTY & EQUIPMENT, net of accumulated depreciation of \$231,037 & \$219,103, respectively	<u>194,253</u>	-	<u>194,253</u>	<u>204,462</u>
<b>TOTAL ASSETS</b>	<b>\$ <u>2,077,971</u></b>	<b>\$ <u>19,813</u></b>	<b>\$ <u>2,097,784</u></b>	<b>\$ <u>2,346,849</u></b>
<b>LIABILITIES AND NET ASSETS</b>				
<b>CURRENT LIABILITIES</b>				
Accounts payable	\$ 669	\$ -	\$ 669	\$ 314
Accrued expenses	88,557	-	88,557	88,090
PPP Loan	-	-	-	223,822
Total current liabilities	<u>89,226</u>	<u>-</u>	<u>89,226</u>	<u>312,226</u>
<b>NET ASSETS</b>				
Without donor restrictions				
Board designated	425,000	-	425,000	425,000
Undesignated	1,563,745	-	1,563,745	1,585,810
With donor restrictions	-	19,813	19,813	23,813
Total net assets	<u>1,988,745</u>	<u>19,813</u>	<u>2,008,558</u>	<u>2,034,623</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ <u>2,077,971</u></b>	<b>\$ <u>19,813</u></b>	<b>\$ <u>2,097,784</u></b>	<b>\$ <u>2,346,849</u></b>

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

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

	2022		2021	
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>	<u>Total</u>
<b>PUBLIC SUPPORT AND REVENUES</b>				
<b>PUBLIC SUPPORT</b>				
Government contracts and grants	\$ 164,616	\$ 1,515,216	\$ 1,679,832	\$ 1,591,221
Local municipalities	-	32,068	32,068	36,068
Contributions	275	793	1,068	4,116
Total public support	<u>164,891</u>	<u>1,548,077</u>	<u>1,712,968</u>	<u>1,631,405</u>
<b>REVENUES</b>				
Private services	24,049	-	24,049	25,354
Investment return	( 185,097)	-	( 185,097)	249,014
Total revenues	<u>( 161,048)</u>	<u>-</u>	<u>( 161,048)</u>	<u>274,368</u>
Public support and revenues	3,843	1,548,077	1,551,920	1,905,773
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>				
Satisfaction of usage restrictions	1,528,264	( 1,528,264)	-	-
Satisfaction of time restrictions	23,813	( 23,813)	-	-
Total net assets released from restrictions	<u>1,552,077</u>	<u>( 1,552,077)</u>	<u>-</u>	<u>-</u>
Total public support, revenues and net assets released from restrictions	1,555,920	( 4,000)	1,551,920	1,905,773
<b>EXPENSES</b>				
Program services	1,411,574	-	1,411,574	1,440,084
Management and general	166,411	-	166,411	166,873
Total expenses	<u>1,577,985</u>	<u>-</u>	<u>1,577,985</u>	<u>1,606,957</u>
CHANGE IN NET ASSETS	( 22,065)	( 4,000)	( 26,065)	298,816
NET ASSETS, Beginning of year	2,010,810	<u>23,813</u>	<u>2,034,623</u>	<u>1,735,807</u>
NET ASSETS, End of year	\$ <u>1,988,745</u>	\$ <u>19,813</u>	\$ <u>2,008,558</u>	\$ <u>2,034,623</u>

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

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

	2022			2021
	In-Home Care and Homemakers	Management and General	Total	Total
Salaries and wages	\$ 1,069,405	\$ 111,643	\$ 1,181,048	\$ 1,226,829
Payroll taxes	84,163	8,038	92,201	93,298
Employee benefits	57,964	18,066	76,030	75,834
Travel	49,779	1,751	51,530	47,247
Payroll service fees	6,021	1,201	7,222	6,172
Consulting	-	-	-	1,184
Insurance	63,648	9,053	72,701	53,367
Maintenance	4,114	1,029	5,143	5,490
Bank service charges	-	147	147	877
Conference and meetings	5,510	942	6,452	2,664
Licenses	275	200	475	325
Community assistance	2,975	795	3,770	9,475
Miscellaneous	814	163	977	890
Office	15,152	2,372	17,524	17,541
Accounting fees	13,777	3,444	17,221	17,018
Telephone	5,974	1,494	7,468	8,503
Uniforms	1,185	10	1,195	1,021
Utilities	4,002	1,001	5,003	5,983
Advertising	150	-	150	1,751
Printing	403	101	504	189
Supplies	3,541	837	4,378	4,935
Employee physicals	948	-	948	1,598
Postage	5,306	1,000	6,306	6,278
Dues and Subscriptions	4,301	1,082	5,383	3,167
Depreciation	8,167	2,042	10,209	10,209
Bad debt	4,000	-	4,000	5,112
<b>TOTAL EXPENSES</b>	<b>\$ 1,411,574</b>	<b>\$ 166,411</b>	<b>\$ 1,577,985</b>	<b>\$ 1,606,957</b>

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

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

	<u>2022</u>	<u>2021</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Cash received from public support	\$ 1,718,745	\$ 1,626,052
Cash received from private services	24,049	25,354
Cash received from investments	86,224	41,047
Cash paid for expenses	( 1,565,949)	( 1,606,622)
Net cash provided by operating activities	263,069	85,831
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Cash received from sale of investments		242,814
Cash paid for investments	( 336,224)	( 783,788)
Net cash used by investing activities	( 336,224)	( 540,974)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Cash paid for loan	( 223,822)	-
<b>NET DECREASE IN CASH</b>	( 296,977)	( 455,143)
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>542,593</u>	<u>997,736</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	\$ <u>245,616</u>	\$ <u>542,593</u>
<b>ADJUSTMENTS TO RECONCILE CHANGES IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES</b>		
Increase (decrease) in net assets	\$ ( 26,065)	\$ 298,816
Adjustments to reconcile changes in net assets to net cash provided by operating activities		
Depreciation	10,209	10,209
Unrealized (gain) loss on investments	271,321	( 92,964)
Realized (gain) loss on investments	-	( 115,003)
(Increase) decrease in:		
Accounts receivable	1,777	( 8,233)
Unconditional promises to give	4,000	2,880
Prepaid expenses	1,005	-
Increase (decrease) in:		
Accounts payable	355	274
Accrued expenses	467	( 10,148)
Total adjustments	<u>289,134</u>	<u>( 212,985)</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	\$ <u>263,069</u>	\$ <u>85,831</u>

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

AREA HOMECARE & FAMILY SERVICES, INC.  
NOTES TO FINANCIAL STATEMENTS  
Year ended June 30, 2022

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

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

Basis of Accounting

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

Financial Statement Presentation

Area HomeCare and Family Services, Inc. presents its financial statements in accordance with recommendations of the Accounting Standards Codification No. 958-210, "Financial Statements of Not-for-Profit Organizations". Under ASC No. 958-210, Area HomeCare and Family Services, Inc. is required to report information regarding its financial position and activities according to two classes of net assets: net assets without restrictions and net assets with restrictions.

Investment Valuation and Income Recognition

The Organization's investments as of June 30, 2022 are stated at fair value. Shares of the separate investment accounts are valued at quoted market prices, which represent the net value of shares held by the Organization at year-end. Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. As of June 30, 2022, investments have a market value of \$1,520,693, cost basis of \$1,609,316 and unrealized gains of \$88,623.

Cash and Cash Equivalents

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

Allowance for Doubtful Accounts

An allowance for doubtful accounts is established based on historical experience and management's evaluation of outstanding accounts receivable at the end of each year. The allowance for doubtful accounts was \$1,000 for years ended June 30, 2022 and 2021.

Functional Allocation of Expenses

The costs of the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

AREA HOMECARE & FAMILY SERVICES, INC.  
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
 Year Ended June 30, 2022

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Unconditional Promises to Give

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in net assets without restrictions if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in net assets with restrictions. When a restriction expires, net assets with restrictions are reclassified to net assets without restrictions. An allowance for uncollectible unconditional pledges is established based on historical experience and management's evaluation of outstanding unconditional pledges at the end of each year. As of June 30, 2022 and 2021 management considers all pledges to be collectable.

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

	2022	2021
Town warrants	\$ <u>19,813</u>	\$ <u>23,813</u>

All amounts are due in less than one year.

Property and Equipment

Building and equipment have been recorded at cost and depreciated over the following estimated useful lives of the assets using the straight-line method of depreciation.

Building and improvements.....	40 years
Equipment.....	5-10 years
Furniture and fixtures.....	5-10 years

Maintenance and repairs are charged to expense as incurred, major renewals and betterments are capitalized. Depreciation expense was \$10,209 and \$10,209 for the years ended June 30, 2022 and 2021, respectively.

Accrued Earned Time

Area HomeCare & Family Services, Inc. have accrued a liability for future compensated leave time that is vested with the employees.

Contributions

Contributions received are recorded as unrestricted or restricted support depending on the existence or nature of any donor restrictions.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

AREA HOMECARE & FAMILY SERVICES, INC.  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
Year Ended June 30, 2022

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Income Taxes

Area HomeCare & Family Services, Inc. is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and, therefore, has made no provision for Federal income taxes in the accompanying financial statements. In addition, the Organization has been determined by the Internal Revenue Service not to be a private foundation within the meaning of Section 509(a) of the Internal Revenue Code.

Subsequent Events

Subsequent events have been evaluated through November 23, 2022, the date the financial statements were available to be issued.

NOTE B - ACCOUNTS RECEIVABLE

Area HomeCare & Family Services, Inc. utilizes the allowance method for bad debts on client receivables. Client receivables were due from the following sources as of June 30,

<u>2022</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Total, net</u>
Medicaid - HC/BC	\$ 18,350	\$ -	\$ 18,350
Medicaid - Title XIX	4,087	-	4,087
Clients	( 184)	( 1,000)	( 1,184)
Grants and contracts	94,651	-	94,651
Employees	1,505	-	1,505
TOTALS	\$ <u>118,409</u>	\$ ( <u>1,000</u> )	\$ <u>117,409</u>
<u>2021</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Total, net</u>
Medicaid - HC/BC	\$ ( 18,240)	\$ -	\$ ( 18,240)
Medicaid - Title XIX	4,087	-	4,087
Clients	6,694	( 1,000)	5,694
Grants and contracts	126,140	-	126,140
Employees	1,505	-	1,505
TOTALS	\$ <u>120,186</u>	\$ ( <u>1,000</u> )	\$ <u>119,186</u>

NOTE C - INVESTMENTS AT FAIR VALUE

Investments can consist of mutual funds, money market funds and corporate bonds. Area HomeCare and Family Services, Inc. records its investments at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets and are reported as an investment return.

The following is a description of the valuation methodologies used for assets measured at fair value. Common stocks, corporate bonds and U.S. government securities: Valued at the closing price reported on the active market on which the individual securities are traded. Mutual and money market funds: Valued at the net asset value of shares held by the plan at year end.

AREA HOMECARE & FAMILY SERVICES, INC.  
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
 Year Ended June 30, 2022

NOTE C - INVESTMENTS AT FAIR VALUE (continued)

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The Organization reports under the Fair Value Measurements, which established a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements).

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Investments, all at Level 1, consist of the following as of June 30, 2022:

	Cost	Fair Value	Unrealized Gain(Loss)
Mutual Funds	\$ <u>1,609,316</u>	\$ <u>1,520,693</u>	\$ ( <u>88,623</u> )

Investments, all at Level 1, consist of the following as of June 30, 2021:

	Cost	Fair Value	Unrealized Gain(Loss)
Mutual Funds	\$ <u>1,270,034</u>	\$ <u>1,455,790</u>	\$ <u>185,756</u>

NOTE D - LINE OF CREDIT

Area HomeCare & Family Services, Inc. has a \$170,000 revolving line of credit established to provide working capital support. The agreement requires monthly interest only payments of prime plus 1% and is secured by all business assets and real property. As of June 30, 2022, the interest rate was 5.75% and the outstanding balance was \$0. The line of credit is due in full upon lender's demand.

Area HomeCare & Family Services, Inc. also has a line of credit, borrowed against securities held at Edward Jones. The approved credit amount as of June 30, 2022 was \$628,799 based on the value of the investments which could change daily. Should the value of this collateral significantly decline, the Organization may be required to deposit cash or additional securities or sell securities in the account. The interest rate will vary depending on the borrowed amount. As of June 30, 2022, the interest rate was 4.25% and the outstanding balance was \$0.

AREA HOMECARE & FAMILY SERVICES, INC.  
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
 Year Ended June 30, 2022

NOTE E - ACCRUED EXPENSES

Accrued expenses consist of the following at June 30,

	2022	2021
Accrued earned time	\$ 48,095	\$ 47,078
Accrued salaries	38,045	36,418
Accrued payroll taxes	1,198	2,773
Accrued travel	869	1,559
Accrued postage	61	75
Other withholdings	289	187
<b>TOTALS</b>	<b>\$ <u>88,557</u></b>	<b>\$ <u>88,090</u></b>

NOTE F - LEASING ARRANGEMENTS

Area HomeCare & Family Services, Inc. entered into a non-cancellable operating lease for a HP Laserjet Copier with Leaf Funding, Inc. which began in July 2015. The lease requires monthly payments of \$148, including taxes, for 60 months. This lease was paid in full as of June 30, 2021. Area Homecare & Family Services Inc., entered into a new non-cancellable operating lease for a HP Laserjet Copier with Leaf Funding, Inc. which began in July 2021. The lease requires monthly payments of \$148, including taxes, for 60 months.

Future minimum lease payments are as follows for the years ended June 30,

2023.....	\$ 1,777
2024.....	1,777
2025.....	1,777
2026.....	-
2027.....	-

NOTE G - RISK CONCENTRATION AND ECONOMIC DEPENDENCE

Area HomeCare & Family Services, Inc. derives significant revenue from grants and contracts with other nonprofit organizations and government agencies. Continuation of certain programs is dependent upon such revenues.

Grants receivable, accounts receivable and unconditional promises to give were primarily due from governmental agencies.

NOTE H - RESTRICTIONS ON NET ASSETS

Net assets with donor restrictions consist of the following as of June 30,

	2022	2021
Town warrants	\$ <u>19,813</u>	\$ <u>23,813</u>

AREA HOMECARE & FAMILY SERVICES, INC.  
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
 Year Ended June 30, 2022

NOTE I - CONTRACTS, FEES AND GRANTS FROM GOVERNMENT AGENCIES

Contracts, fees and grants from government agencies consist of the following for the years ended June 30,

	<u>2022</u>	<u>2021</u>
New Hampshire Division of Elderly and Adult Services		
-- Title XX	\$ 1,243,092	\$ 1,360,164
-- Title III	67,212	61,884
Medicaid - HC/BC	144,616	94,573
Paycheck Protection	204,912	-
Other	<u>20,000</u>	<u>74,600</u>
<b>TOTALS</b>	<b>\$ <u>1,679,832</u></b>	<b>\$ <u>1,591,221</u></b>

NOTE J - CONTINGENT LIABILITIES

Area Homecare and Family Services, Inc. received money under various state and federal grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures of the grant were found not to have been made in compliance with the proposal, the organization might be required to repay the grantors' funds. Because specific amounts, if any, have not been determined by grantor agency audits or assessed as of June 30, 2022, no provision has been made for this contingency.

NOTE K - CONCENTRATION OF CREDIT RISK

As of June 30, 2022, the organization has no cash balances held by a bank that was in excess of the amount insured by the Federal Deposit Insurance Corporation.

NOTE L - SUMMARIZED FINANCIAL INFORMATION

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the organization's financial statements for the year ended June 30, 2022, from which the information was derived.

AREA HOMECARE & FAMILY SERVICES, INC.  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
Year Ended June 30, 2022

NOTE M - LIQUIDITY AND AVAILABILITY OF RESOURCES

As part of the organizations liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. In addition, the organization invests cash in excess of daily requirements in short-term investments. To help manage unanticipated liquidity needs, the organization has two committed lines of credit in the amount of \$798,799, which it could draw upon. The organization also has a Board designated reserve of \$425,000. Although, the organization does not intend to spend from its reserve, other than amounts appropriated for general expenditures; as part of its annual budget approval and appropriation process, amounts from its reserve could be made available, if necessary.

NOTE N - PAYCHECK PROTECTION PROGRAM

Area Homecare and Family Services, Inc. received money from the Paycheck Protection Program (PPP). The PPP is a funding program administered by the Small Business Administration (SBA). The program helped businesses keep their workforce employed during the Coronavirus crisis. The amount the organization received was \$223,822. The SBA will forgive the amounts received, through an application process, if all the employee retention criteria is met and the funds are used for eligible expenses. As of June 30, 2022, the organization had received loan forgiveness in the amount of \$204,912 and \$18,910 was paid back in full.

NOTE O - REVENUE RECOGNITION FROM CONTRACTS WITH CUSTOMERS

On July 1, 2021, the Organization adopted Accounting Standard Update (ASU) 2014-09, *Revenue from Contracts with Customers*, and all subsequent amendments to the ASU (collectively, ASC 606), which creates a single framework for recognizing revenue from contracts with customers that fall within its scope. The majority of the Organization's revenues come from donor contributions that are outside the scope of ASC 606. The Organization's services that fall within the scope of ASC 606 are presented within the respective income and are recognized as revenue as the Organization satisfies its obligation to the counterparty over a point in time. Services within the scope of ASC 606 include the private services revenue received from the private pay clients. The adoption of ASC 606 did not result in a change to the accounting for any of the in-scope revenue streams; as such, no cumulative effect adjustment was recorded. For the years ended June 30, 2022 and 2021 the clients receivable balance was \$(1,184) and \$5,694, respectively. There were no client assets or liabilities.

NOTE P - BOARD DESIGNATED NET ASSETS

The Board has designated a portion of its without donor restriction net assets to be invested for long-term appreciation but remain available and may be spent at their discretion. The Board has voluntarily designated \$425,000 for June 30, 2022 and 2021.

OTHER INFORMATION

AREA HOMECARE & FAMILY SERVICES, INC.  
SCHEDULES OF EXPENDITURES OF FEDERAL AWARDS  
Years ended June 30,

Federal Grantor/ Pass-Through Grantor/ Program Title	2022			2021	
	Federal CFDA Number	Agency or Pass-Through Number(s)	Program or Award Amount	Federal Disburse- ments	Federal Disburse- ments
<u>US Department of Health and Human Services:</u>					
State of New Hampshire Department of Health and Human Services:					
American Rescue Plan Act Recruitment, Retention and Training Program	93.778	-	\$ 39,716	\$ 39,716	\$ -
Administration for Children and Families Social Services Block Grant	93.667	9255-543 -500385	\$ 745,855	\$ 745,855	\$ 693,684
Older Americans Act Title III Administration on Aging Services Grant	93.044	7872-540 -500382	<u>33,606</u>	<u>33,606</u>	<u>31,561</u>
TOTAL US Dept of Health and Human Services			\$ <u>819,177</u>	\$ <u>819,177</u>	\$ <u>725,245</u>

## NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Area HomeCare & Family Services, Inc. and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Uniform Guidance. Therefore, some amounts presented in this schedule may differ from amounts presented or used in preparation of the financial statements.

## NOTE B - FEDERAL INDIRECT COST RATE

The Organization has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

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

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Area HomeCare & Family Services, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2022 and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements and have issued our report thereon dated November 23, 2022.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Area HomeCare & Family Services, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing our opinion on the effectiveness of Area HomeCare & Family Services, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Area HomeCare & Family Services, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Area HomeCare & Family Services, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Board of Directors  
Area HomeCare & Family Services, Inc.  
Page 2

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Sanders & Karcher*

Sanders & Karcher  
Portsmouth, New Hampshire  
November 23, 2022

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

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

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Area HomeCare & Family Services, Inc.'s compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of Area HomeCare & Family Services, Inc.'s major federal programs for the year ended June 30, 2022. Area HomeCare & Family Services, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Area HomeCare & Family Services, Inc. compiled, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Area HomeCare & Family Services, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Area HomeCare & Family Services, Inc. compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, states, regulations, rules and provisions of contracts or grants agreements applicable to Area HomeCare & Family Services, Inc. federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Area HomeCare & Family Services, Inc.'s compliance based on our audit. Reasonable assurance is a high level of assurance but is not

Board of Directors  
Area HomeCare & Family Services, Inc.  
Page 2

absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance from fraud is higher than that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on the compliance about Area HomeCare & Family Services, Inc.'s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Excise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, 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 Area HomeCare & Family Services, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Area HomeCare & Family Services, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Area HomeCare & Family Services, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

#### Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is

Board of Directors  
Area HomeCare & Family Services, Inc.  
Page 3

a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* in internal control over compliance is a deficiency, or a combination of a deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibility for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses, or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Sanders & Karcher*

Sanders & Karcher  
Portsmouth, New Hampshire  
November 23, 2022



AREA HOMECARE & FAMILY SERVICES, INC.  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
Year ended June 30, 2022

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
93.667	Social Services Block Grant administered by the Administration For Children and Families

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Dollar threshold used to distinguish between type A and type B programs:

\$ 750,000

Auditee qualified as low-risk auditee?                           yes      X   no

Section II - Financial Statement Findings

NONE REPORTED.

Section III - Federal Award Findings and Questioned Costs

NONE REPORTED.

Section IV - Summary Schedule of Prior Audit Findings and Questioned Costs

There were no findings in fiscal year ended June 30, 2021.

# AREA HOMECARE & FAMILY SERVICES, INC.

Ballard Building  
1320 WOODBURY AVENUE, PORTSMOUTH, NH 03801  
(603) 436-9059

## FY2023 BOARD OF DIRECTORS

NAME	ORGANIZATION, MAILING ADDRESS AND PHONE NUMBER	PROFESSION	OFFICE ----- COMMITTEE	DATE TERM BEGAN & EXP. DATE	TELEPHONE NUMBER EMAIL
Ben Woodhouse	Portsmouth, NH	Finance	Chair	2017-2023	
Chris Eaton	Portsmouth, NH	Retired Elder Services BEAS - State of NH	Vice-Chair	2017-2023	
Karyn Cumberland	Stratham, NH	Attorney	Treasurer	2019-2025	
Kathy Latchaw	Newington, NH	Retired - Education	Secretary	2021-2027	
Karen Kinnaly	New Castle, NH	RN	All	2015-2021	
Phillip Saltmarsh	Portsmouth, NH	Architect	All	2015-2021	
Edna Mosher	Newington, NH	Retired - Business	All	2021-2027	

**AREA HOMECARE & FAMILY SERVICES, INC.**

**ADVISORY BOARD**

<b>John Bosen, Esquire</b>	<b>Portsmouth, NH</b>	<b>Attorney</b>
<b>Gordon McCollester</b>	<b>Rye, NH</b>	<b>Retired/CEO Nonprofit</b>
<b>Jamic DeStefano</b>	<b>Newmarket, NH</b>	<b>Business</b>

**PERSONNEL**

<b>Judy Taylor</b>	<b>Seabrook, NH</b>	<b>Executive Director</b>
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# Judy Taylor

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**Employment**      **2013 – Present**      **Area HomeCare & Family Services, Inc.**  
Portsmouth, NH 03801

**History**      **Executive Director**

1998 – 2013      **Area HomeCare & Family Services, Inc.**  
Portsmouth, NH 03801

**Senior Vice-President & CFO**

- Maintain accounting records, generate monthly financial statements, and work directly with accounting firm to complete year end audit
- Perform and/or oversee all office functions
- Human Resource Manager

1989 - 1995      **TimberMart, Inc.**      **Seabrook, NH**

**Bookkeeper**

- Accounts Payable
- Accounts Receivable
- Dealt with vendors, processed special orders
- Inventory control
- Customer service

**Education**      **2003 – 2004**      **Antioch New England**      **Keene, NH**

- Certificate in Community Health Care Management Program

**2002**      **Antioch New England**      **Keene, NH**

- Nine-month seminar – Nonprofit Management

**1995 – 1997**      **McIntosh College**      **Dover, NH**

- Accounting Degree
- GPA 3.89
- Courses in various computerized accounting software
- MS Office
- D-base programming

**Related Instruction**      Numerous certificates in associated topics – ADP payroll, Access, Quickbooks Pro, Human Resources, etc.

**MaryJane Walsh**

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**Employment History:**

- January 2003-            **Area HomeCare & Family Services, Inc., Portsmouth, NH**  
Program Director for In HomeCare Services
- June 2000-            **Area Homecare & Family Services, Portsmouth, NH**  
January 2003            **Assistant Director of Homemaker Services:**  
Assists in the daily supervision of thirty-five staff who provide  
homecare services to six hundred elderly and people with  
disabilities. Duties include managing funds and scheduling for  
ADR program, responsible for scheduling, intake, income  
eligibility assessment and re-certification of clients.
- August 1999-           **Area Homecare & Family Services, Portsmouth, NH**  
June 2000            **Parent Aide / Scheduler:** Duties include, supervised  
visits between foster children and their non-custodial parents,  
assisting non-custodial parents on appropriate ways to interact  
with their children.
- September 1998-       **Great Bay Kids Company, Exeter, NH**  
June 1999            **Assistant Teacher:** Duties included planning classroom  
activities, assisting the site director, and parent/teacher  
conferences.
- June 26, 1997-        **Wentworth By the Sea Country Club, Rye, NH**  
August 1999           **Assistant Camp Director / Counselor**
- June 24, 1996-        **Portsmouth Recreation Department, Portsmouth, NH**  
August 19, 1996       **Camp Counselor**
- October 1, 1995-       **Great Bay Athletic Club, Newmarket, NH**  
July 1999            **Receptionist**

**Education:**

- 1995-1999    **University of New Hampshire, Durham, NH**  
Major: Sociology
- 1994-1995    **Sacred Heart University, Fairfield, CT.**

## Alena Stanley, C. Ht. DSP

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- Summary** I am a responsible candidate with twenty years of diverse international work experience in human services. I am skilled at communicating, organizing, and problem solving, and speak English and Czech. I am compassionate, caring, professional and loyal.
- Skills**
- Strong interpersonal and communication skill
  - Management and customer service
  - Administrative support including billing
  - Public speaking, teaching
  - Planning and development, problem solving
  - Quality improvement competency
  - Independent judgment and decision making
  - Promotes positive behavior and healthy work environment
- Work experience**
- 2019 – Present Area HomeCare & Family Services, Inc., Portsmouth, NH  
*Client Representative*  
Intake and coordination of Agency services/programs for clients including eligibility screening and re-certifications.
- 2016 – 2019 Exeter Hospital Exeter, NH  
*Medical office coordinator*  
In charge of master schedule for Center for Occupation and Employee Health, supports Staff Health services, HR department and provides administrative support to clinic director.
- Coordinates schedules of all medical and administrative staff in the clinic and on-site staff.
  - Coordinates special projects, meetings and conference calls.
  - Effectively communicates to existing and potential customers.
  - Coordinates pre-placement health screens with Staff health services and HR department.
  - Processes paperwork for new hires and enters information into OHM and Systoc.
  - Ensures all required exams are scheduled.
  - Writes authorizations for services.
  - Covers billing, including end of month reports and front desk services when needed.
  - Assists director with administrative tasks.
- 2016 – 2016 Genesis Rehab Services Nashua and Manchester, NH  
*Rehab office coordinator*  
Assists the Director of rehab in the administrative management of the rehabilitation department.
- Coordinates schedules of all therapists and assistants with inpatients and outpatients.
  - Coordinates scheduling of all per diem under the direction of Director of rehab.
  - Assists therapy staff in achieving targeted patient care hours assigned by Director of rehab.
  - Tracks physician orders and signatures.
  - Completes technical audits of charts ensuring all documentation is present. Mails and tracks return of initial evaluations and certifications.

- Submits insurance authorizations.
- Orders PT equipment for patients.
- Ensures any mechanical checks or calibrations are completed according to schedule.

2014 – Present      Center for Self Healing Arts, LLC      Exeter, NH

***Certified Hypnotherapist, Owner***

Provides hypnotherapy services to children and adults. Works under medical referrals for all health related issues.

- Works in the office as well as offsite such as supports clients during MRI, prior medical procedures etc. Provides sessions at hospitals or rehabilitation centers if needed.
- Runs full operation of business.
- Visit [www.selfhealingarts.net](http://www.selfhealingarts.net) for client's reviews and for more information

Special certifications:

- Emergency hypnosis
- Hypnosis for pain management
- Dental hypnosis
- Trauma recovery hypnosis
- Hypnosis for immune disorders
- Hypnosis and ADD-ADHD
- Therapeutic Imagery facilitator
- Pre and Post surgery hypnosis

2015 – Present      Exeter Hospital      Exeter, NH

***Volunteer – Patient support***

- Interpersonal communication with patients - meets and speaks with patients and/or family members regarding care.
- Reports observations to Patients relations coordinator

2009 – 2016      The Country Club for Kids      Fremont, NH

***Infant Teacher/ Lead teacher 2010/2011***

Position in charge of the infant group within a large center for children aged 0 through kindergarten.

- Initiate and recommend appropriate activities to support development
- Prepare and evaluate infants for transition into toddler group
- Communicate information between parents and caregivers

Lead teacher during school year 2010/2011, stepped down to part time position when my 3<sup>rd</sup> child was born in fall 2011.

2012 – 2013      Starry Brook Natural Medicine      Exeter, NH

***Certified Hypnotherapist***

Offered hypnotherapy services to children and adults. Works under medical referrals for all health related issues.

Scheduling and follow up with patients of SBNM.

Assisting with paperwork to practicing doctors.

2005 – 2009      Crotched Mountain Foundation      Greenfield, NH

***Program Manager***

Position in charge of daily operations of several residential programs, within an organization known for providing the highest level of direct care.

- Maintained documentation to strict state regulations in MA, NH and ME
- First contact for emergency situations
- Ensuring health and safety of clients, working in concert with Nurse Trainer, Behaviorist and other clinicians, state representatives, guardians, parents etc.
- Prepared programs for state licensing, certifications, and audits
- Prepared clients' personal growth plans, assisting the client to achieve goals and meeting their needs.
- Running and scheduling trainings for staff
- Teaching strategies, principles of reinforcement, relationships, task analysis and prompting, positive feedback and natural times to teach

#### ***Assistant Manager***

Position in residential program ensuring that medical, and behavioral protocol are implemented, protecting the health and safety of clients participating in the program.

- Direct care - Assist client with finding opportunities to meet social, spiritual and vocational goals.
- Maintained program documentation such as client books, financial records, certification books, Dr. appointments, inventory of medications, and staff records
- Coordinate medical appointments
- Communicate with Case managers, guardians, parents, doctors, pharmacists etc.

#### ***Training:***

- First Aide CPR, AHS
- Medication Administration (Including G-tube care and diabetes training)
- Mandt (behavioral management) and Gentle Teaching method
- OSHA

2004 - 2005 Educare Daycare & Learning Center Goffstown, NH

#### ***Lead Teacher***

Position in charge of the infant group within a large center for children aged through kindergarten. Substitute regularly for age groups up to 4 years.

#### ***Training:***

- Pediatric First Aid and CPR (AAOS)
- Early Intervention and Special Education

2002 - 2004 North Shore ARC Danvers, MA  
(Association for Retarded Citizens)

#### ***House Coordinator***

Rewarding experience as the lead in a supported residential housing facility for adults with varied developmental disabilities.

- Create and implement individual support plans
- Initiate one-on-one education in areas such as speech therapy
- Order and administer all medications (MA Certified)
- Assist clients with daily life routines such as money management, cooking/diets, and activities planning.
- Run staff meetings and train new personnel
- Maintain records for state compliance



- Foundation in ECE
- Safety and Nutrition

2008 US Department of Labor, under sponsorship of CMF  
*Direct Support Professional, Apprenticeship*

2007 Moore Center College of Direct Support Manchester, NH  
*Direct Support Professional, Certification*

2004 College for Lifelong Learning Manchester, NH  
*ECE Course Work*

- Infant and Toddler Development

1999 - 2002 University of Palacký Olomouc, Czech Rep.  
*Educational Counseling and School Management*

- Curriculum strongly focused on educational psychology  
(Transcript available upon request)

1992 - 1997 Hotel School SCMSD Hronov, Czech Rep.  
*Hotel and Restaurant Management*

- Two diplomas for licensed management of tourist industries

Janice LeBlanc

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**Employment History:**

June 2005-                    **Area HomeCare & Family Services, Portsmouth NH**  
**Senior Scheduler:** Responsible for scheduling employees and clients, intakes, re-certifications, direct communication with case managers and social workers, family of clients, and approved contacts, other office duties as needed.

March 2004-                    **Rockingham County Courthouse, Brentwood, NH 03833**  
August 2004                    **Court Assistant II:** Duties included receptionist duties, coordinate Grand and Petit Jury Duty, selection process for potential jurors, presenting juror requests for excusals to appropriate judge, check in jurors on orientation day, and mailing no show juror notices to absent jurors.

June 2001-                    **Medtronic Neurological Technologies, Hampstead, NH 03841**  
January 2003                    **Office Sales Manager:** Duties included providing administrative support to the District Manager and Sales Representatives working in the Northeast Region, processing orders for medical supplies, maintaining clinical records and reports, processing Sale Representative expenses and files as requested.

August 1987-                    **Rockingham VNA & Hospice, Exeter, NH 03833**  
May 2001                        **Clinical Program Assistant:** Duties included assisting Acute Care staff, clerical duties, ordering medical supplies, scheduling, maintaining clinical staff schedules.

December 1982-                    **Exeter Hospital, Exeter Health Resources, Exeter, NH 03833**  
October 1987                    **Patient Services Representative**

**Education:**

1974 – 1977                    Lynn Classical High School, Lynn, Massachusetts  
Business Course

Barbara Boisvert

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Employment History

November 2012 – present

Area HomeCare & Family Services, Inc., Portsmouth, NH  
Payroll/Billing: Duties include preparing documentation for the State, data entry, and clerical duties. Processing weekly payroll including verification of weekly client hours. Duties also include billing the State for Title XX and Title 111B clients.

September 2004 -2012

Area HomeCare & Family Services, Inc., Portsmouth, NH  
HomeCare Provider: Provided non-medical homemaker services to elderly and adults with chronic illnesses and/or disabilities.

June 1989 – 2004

Chauvin Arnoux, Dover, NH  
Production/Quality Assurance: Duties included assembly and soldering, calibrating and testing, data entry, inspection of parts and finished products. Processed inventory orders

Education

1975 – 1979

Portsmouth High School, Portsmouth, NH

## Christine Cook

### Work Experience

- 12/2011 – Present Area HomeCare & Family Services, Portsmouth, NH  
Client Service Representative
- 10/2010 – 6/2011 Internal Revenue Service, Andover, MA  
Customer Service Representative  
As a Customer Service Representative, I was responsible for answering phone calls in a professional and timely manner. My duties included strict disclosure procedures, researching internal databases to locate and provide accurate information regarding personal accounts to the taxpayer, entering new information or changes using the correct coding. Often times calming disgruntled taxpayers.
- 01/1996 – 01/2011 Christi's Cuts, Epping, NH  
Cosmetologist  
As a salon owner I was responsible for listening and interpreting what the client is trying to achieve, giving suggestions to bring their ideas to reality. I scheduled appointments, cut, formulated and applied color, permed hair, accepted payments of cash or credit cards, ordered supplies, accounts receivable, accounts payable, licensing, and preparation and payment of taxes. I am also a volunteer Wig Bank for the American Cancer Society. I provide, fit and style wigs for cancer clients.

### Education

- 11/1996 – 01/1997 Michael's School of Hair Design, Manchester, NH  
Cosmetology  
Certificate and State License  
Student of the Month two times  
1<sup>st</sup> Place Gold Metal in Statewide Competition
- 1972 – 1996 Carthage Central High School, Carthage, NH  
Diploma

### Extracurricular Activities

- Wig Bank for the American Cancer Society  
Building gardens for cancer patients to enjoy and relax in  
Makin 3-D Seed Bead Birds

Area HomeCare Family Services, Inc.

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Judy Taylor	Executive Director	73,047
MaryJane Walsh	Program Director	57,312
Alena Stanley	Client Representative	34,432
Janice Kennedy (Leblanc)	Senior Scheduler	36,876
Barbara Boisvert	Payroll/Billing	35,968
Christine Cook	Client Representative	19,649

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Lori A. Shilbette  
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  
Fax: 603-271-5166 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

June 8, 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 contracts with the Contractors listed below in an amount not to exceed \$11,347,242.44 for the provision of home health services, with the option to renew for up to four (4) additional years, effective July 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 58.8% Federal Funds. 41.2% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Androscoggin Valley Home Care Services (Berlin, NH)	157347	Coos County	\$1,237,380.44
Area HomeCare Family Services, Inc. (Portsmouth, NH)	166931	Rockingham County	\$2,621,184
Easter Seals New Hampshire, Inc. (Manchester, NH)	177204	Hillsborough (Manchester, Milford, Nashua) and Strafford Counties	\$1,537,704
Lakes Region Community Services Council (Laconia, NH)	177251	Belknap, Grafton and Sullivan Counties	\$1,319,856
Visiting Nurse Home Care & Hospice of Carroll County (North Conway, NH)	225191	Carroll County	\$295,600
VNA at HCS, Inc. (Keene, NH)	177274	Cheshire County	\$1,462,584
Waypoint (Manchester, NH)	177166	Hillsborough and Merrimack Counties	\$2,872,934
		<b>Total:</b>	<b>\$11,347,242.44</b>

mac

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

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**

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

Approximately 6,226 individuals will be served during State Fiscal Years 2023 and 2024.

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

In-Home Health Aide Services provide assistance with managing individual personal care needs, including bathing and grooming.

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

The 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 March 22, 2022 through April 26, 2022. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

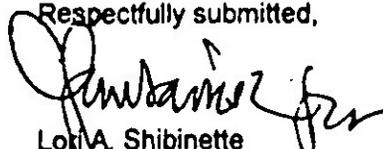
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties,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

Should the Governor and Council not authorize this request, older, isolated and frail adults, age 60 and older, and adults between the ages of 18 and 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; 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

**Division of Finance and Procurement  
Bureau of Contracts and Procurement  
Scoring Sheet**

Project ID # RFA-2023-BEAS-06-HOMEH

Project Title Home Health Services

	Maximum Points Available	Androscoggin Valley (AV) Home Care	Area HomeCare & Family Services, Inc	Easterseals - Hillsborough	Easterseals - Strafford	Home Healthcare, Hospice and Community Services	Lakes Region Community Services - Belknap	Lakes Region Community Services - Grafton	Lakes Region Community Services - Sullivan	Visiting Nurse Home Care & Hospice	Waypoint-Hillsborough	Waypoint-Merrimack
<b>Technical</b>												
Experience Q1	30	26	25	26	26	29	21	21	21	23	30	30
Capacity Q2	25	24	20	21	21	23	17	17	17	17	25	25
Ability Q3	35	33	34	31	31	22	15	15	15	10	34	34
Staffing Q4	10	8	10	9	9	9	9	9	9	8	10	10
<b>TOTAL POINTS</b>	<b>100</b>	<b>91</b>	<b>89</b>	<b>87</b>	<b>87</b>	<b>83</b>	<b>62</b>	<b>62</b>	<b>62</b>	<b>58</b>	<b>99</b>	<b>99</b>

**Reviewer Name**

**Title**

1 Shawn Martin

Finance Administrator

2 Kathleen Gray

Bureau of Family Centered Support Staff

3 Thom O'Connor

BEAS Program Administrator

4 Alyssa Voisine

Program Planning & Review Specialist

Androscoggin Valley Home Care Services

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 103,890.22
2024	540-500382	SS Contracts	multiple	\$ 103,890.22
		Subtotal		\$ 207,780.44

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

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 514,800.00
2024	543-500385	Adult In Home Care	multiple	\$ 514,800.00
		Subtotal		\$ 1,029,600.00
		Grand Total		\$ 1,237,380.44

Area HomeCare Family Services, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 70,584.00
2024	540-500382	SS Contracts	multiple	\$ 70,584.00
		Subtotal		\$ 141,168.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 1,240,008.00
2024	543-500385	Adult In Home Care	multiple	\$ 1,240,008.00
		Subtotal		\$ 2,480,016.00
		Grand Total		\$ 2,621,184.00

Easter Seals New Hampshire, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 66,516.00
2024	540-500382	SS Contracts	multiple	\$ 66,516.00
		Subtotal		\$ 133,032.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 702,336.00
2024	543-500385	Adult In Home Care	multiple	\$ 702,336.00
		Subtotal		\$ 1,404,672.00
		Grand Total		\$ 1,537,704.00

Lakes Region Community Services Council

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 90,456.00
2024	540-500382	SS Contracts	multiple	\$ 90,456.00
		Subtotal		\$ 180,912.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 569,472.00
2024	543-500385	Adult In Home Care	multiple	\$ 569,472.00
		Subtotal		\$ 1,138,944.00
		Grand Total		\$ 1,319,856.00

Visiting Nurse Home Care Hospice of Carroll County

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 39,800.00
2024	540-500382	SS Contracts	multiple	\$ 39,800.00
		Subtotal		\$ 79,600.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 108,000.00
2024	543-500385	Adult In Home Care	multiple	\$ 108,000.00
		Subtotal		\$ 216,000.00
		Grand Total		\$ 295,600.00

VNA at HCS, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 16,548.00
2024	540-500382	SS Contracts	multiple	\$ 16,548.00
		Subtotal		\$ 33,096.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 714,744.00
2024	543-500385	Adult In Home Care	multiple	\$ 714,744.00
		Subtotal		\$ 1,429,488.00
		Grand Total		\$ 1,462,584.00

Waypoint

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 239,515.00
2024	540-500382	SS Contracts	multiple	\$ 239,515.00
		Subtotal		\$ 479,030.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 1,196,952.00
2024	543-500385	Adult In Home Care	multiple	\$ 1,196,952.00
		Subtotal		\$ 2,393,904.00
		Grand Total		\$ 2,872,934.00

Subject: Home Health Services (RFA-2023-BEAS-06-HOMEH-02)

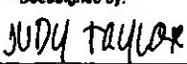
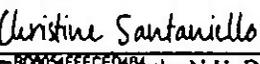
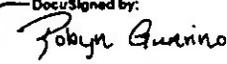
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

## 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 Area HomeCare Family Services, Inc.		1.4 Contractor Address 1320 Woodbury Avenue Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-436-9059	1.6 Account Number 05-95-48-481010-7872; 05-95-48-481010-9255	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$2,621,184
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: 6/9/2022		1.12 Name and Title of Contractor Signatory JUDY TAYLOR Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 6/9/2022		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:  On: 6/10/2022			
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.

Contractor Initials 03  
JT  
Date 6/9/2022

**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

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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, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:**

**3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").**

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

**3.3. The parties may extend the Agreement for up 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.**

**1.3. 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 Rockingham 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. Service Administration**

**1.7.1. Access to Services.**

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

1.7.1.1.1. Accepting applications for services directly from an individual and in accordance with Section 1.7.2., below; and

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

**1.7.2. Client Request and Application for Services**

1.7.2.1. 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:

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

1.7.2.1.2. 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

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**Health Aide Level of Care Services, and In  
Home Nursing Level of Care Services.**

**1.7.3. Client Eligibility Requirements for Services**

- 1.7.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.
- 1.7.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 1.7.7.2., 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.
- 1.7.3.3. 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.
- 1.7.3.4. 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.
- 1.7.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.2.
- 1.7.3.6. 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.

**1.7.4. Client Assessments and Service Plans**

- 1.7.4.1. 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.
- 1.7.4.2. 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.
- 1.7.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined

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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.

1.7.4.4. 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.

**1.7.5. Person Centered Provision of Services**

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

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

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

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

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

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

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

1.7.5.1.7. Individual's rights are affirmed and protected.

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

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

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**1.7.6. Client Fees and Donations**

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

**1.7.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.9.7. Adult Protection Services;**

**1.7.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12;**

**1.7.6.1.3. Shall ensure the donation is purely voluntary, and must not refuse services if an individual is unable or unwilling to donate;**

**1.7.6.1.4. Shall not bill or invoice clients and/or their families; and**

**1.7.6.1.5. Shall ensure that all donations support the program for which donations were given.**

**1.7.6.2. The Contractor shall comply with the fee requirements for Title XX Services. The Contractor:**

**1.7.6.2.1. May charge fees to individuals, (except as stated in Section 1.7.7. Adult Protection Services), receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.**

**1.7.6.2.2. Shall ensure that the sliding fee schedule complies with the requirements of New Hampshire Administrative Rule He-E 501.**

**1.7.6.2.3. 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.**

**1.7.6.2.4. Shall ensure that all fees support the program for which donations were given.**

**1.7.7. Adult Protection Services**

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- 1.7.7.1. 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.
- 1.7.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services described in this Agreement.
- 1.7.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
- 1.7.7.4. 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.
- 1.7.8. Referring Clients to Other Services
  - 1.7.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as applicable.
- 1.7.9. Client Wait Lists
  - 1.7.9.1. 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.
  - 1.7.9.2. 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.
  - 1.7.9.3. The Contractor shall ensure individuals with adult protective needs in accordance with RSA 161-F:42-57 are given priority, and:
    - 1.7.9.3.1. If the Contractor has a waitlist for providing contracted services, then APS referrals shall be given priority on that waitlist.
  - 1.7.9.4. The Contractor shall include at a minimum the following information on its wait list:
    - 1.7.9.4.1. The individual's full name and date of birth.
    - 1.7.9.4.2. The name of the service being requested.

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- 1.7.9.4.3. The date upon which the individual applied for services, which shall be the date the application was received by the Contractor.
- 1.7.9.4.4. The target date of implementing the services based on the communication between the individual and the Contractor.
- 1.7.9.4.5. 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 individual was determined eligible for Title XX services.
- 1.7.9.4.6. The individual's assigned priority on the wait list, determined in accordance with NH Administrative Rules He-E 501 and 502.
- 1.7.9.4.7. A brief description of the individual's circumstances and the services he or she needs.
- 1.7.9.5. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:
  - 1.7.9.5.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
  - 1.7.9.5.2. Declining mental or physical health of the caregiver.
  - 1.7.9.5.3. Declining mental or physical health of the individual.
  - 1.7.9.5.4. Individual has no respite services while living with a caregiver.
  - 1.7.9.5.5. Length of time on the wait list.
  - 1.7.9.5.6. 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.
  - 1.7.9.5.7. 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

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Administrative Rules He-E 501.14 (f) and  
He-E 502.13.

- 1.7.9.6. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 1.7.9.7. The Contractor shall make the wait list available to the Department upon request.
- 1.7.10. E-Studio Electronic Information System
  - 1.7.10.1. The Contractor shall use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
  - 1.7.10.2. 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.
  - 1.7.10.3. 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.
- 1.7.11. Grievance and Appeals Process
  - 1.7.11.1. 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:
    - 1.7.11.1.1. The client's name.
    - 1.7.11.1.2. The type of service received by the client.
    - 1.7.11.1.3. The date of written complaint or concern of the client.
    - 1.7.11.1.4. The nature/subject of the complaint or concern of the client.
    - 1.7.11.1.5. The staff position in the agency who addresses complaints and concerns.
    - 1.7.11.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

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- 1.7.11.2. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.
- 1.7.12. Client Feedback
  - 1.7.12.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.
- 1.7.13. Support Services During an Emergency, Disaster or Crisis
  - 1.7.13.1. The Contractor shall provide support services to eligible individuals who are homebound in accordance with the Older Americans Act during a declaration of emergency or disaster, which may include delivery services for essential needs.
  - 1.7.13.2. The Contractor shall provide COVID-19 pandemic support services, which may include, but not be limited to:
    - 1.7.13.2.1. Disseminating information about COVID-19 vaccines, and directing individuals with questions to additional sources of information.
    - 1.7.13.2.2. 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.
    - 1.7.13.2.3. Arranging and/or providing accessible transportation to COVID-19 vaccination sites for individuals and their caregivers.
    - 1.7.13.2.4. Planning and organizing vaccination activities.
    - 1.7.13.2.5. Assisting older adults to receive COVID-19 booster shots, if necessary.
    - 1.7.13.2.6. Providing Personal Protective Equipment (PPE) to staff and/or individuals served.
- 1.8. The Contractor shall provide sufficient staff who have the skills to perform all services specified in this Agreement.
- 1.9. The Contractor shall maintain a level of staffing necessary to perform and carry

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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.

- 1.10. 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.
- 1.11. The Contractor shall ensure that all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 1.12. 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:
  - 1.12.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
  - 1.12.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard;
  - 1.12.3. A description of time frames necessary for obtaining staff replacements;
  - 1.12.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
  - 1.12.5. A description of the method for training new staff members performing duties required under this Agreement.
- 1.13. 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.
- 1.14. The Contractor shall participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.
- 1.15. 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:
  - 1.15.1. Desk reviews; or
  - 1.15.2. On-site reviews.
- 1.16. Reporting
  - 1.16.1. The Contractor shall submit quarterly reports on the provision of Home Health services to the Department to ensure program compliance. The

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Contractor shall ensure:

- 1.18.1.1. 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
- 1.18.1.2. The report includes, but is not limited to:
  - 1.18.1.2.1. Expenses by program service provided.
  - 1.18.1.2.2. Revenue, by program service provided, by funding source.
  - 1.18.1.2.3. Total amount of donation and/or fees collected from all individuals as defined in Section 1.7.6.
  - 1.18.1.2.4. Actual Units served, by program service provided, by funding source.
  - 1.18.1.2.5. Number of unduplicated clients served, by service provided, by funding source.
  - 1.18.1.2.6. Number of Title III and Title XX clients served with funds not provided by the Department.
  - 1.18.1.2.7. Unmet need/waiting list.
  - 1.18.1.2.8. Lengths of time clients are on a waiting list.
  - 1.18.1.2.9. 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.
  - 1.18.1.2.10. Explanation describing the reasons for individuals' not receiving their planned services in this Agreement.
  - 1.18.1.2.11. A plan to address how to resolve the issues in Section 1.18.1.2.10.
- 1.16.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.17. Performance Measure
  - 1.17.1. 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.

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**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 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."

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

**EXHIBIT B**

- 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.
  - 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

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

**EXHIBIT B**

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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. 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. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. 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:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. 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.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.beasinvoices@dhhs.nh.gov](mailto:dhhs.beasinvoices@dhhs.nh.gov) or mailed to:

Financial Manager  
Department of Health and Human Services  
105 Pleasant Street

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

**EXHIBIT C**

Concord, NH 03301

5. 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.
6. 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.
7. 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.
8. Audits
  - 8.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 8.1.1. 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.
    - 8.1.2. 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.
    - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 8.2. 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](mailto: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.
    - 8.2.1. 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.

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

**EXHIBIT C**

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- 8.3. 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.
- 8.4. 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 Rate Sheet**

<b>Home Health Services - Area HomeCare Family Services, Inc.</b>				
<b>7/1/2022 through 06/30/2023 Service Units</b>				
<b>Adult In-Home Care</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
Title XX In Home Services	1/2 Hour	103,334	\$12.00	\$ 1,240,008.00
Title III B In Home Services	1/2 Hour	5,882	\$12.00	\$ 70,584.00
Title III B Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title III B Nursing	1/2 Hour	0	\$25.73	\$ -
<b>7/1/2023 through 06/30/2024 Service Units</b>				
<b>Adult In-Home Care</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
Title XX In Home Services	1/2 Hour	103,334	\$12.00	\$ 1,240,008.00
Title III B In Home Services	1/2 Hour	5,882	\$12.00	\$ 70,584.00
Title III B Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title III B Nursing	1/2 Hour	0	\$25.73	\$ -

Contractor Initials: DS  
JT

Date: 6/9/2022

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: Area HomeCare & Family Services, Inc.

6/9/2022

Date

DocuSigned by:

JUDY TAYLOR

Name: JUDY TAYLOR

Title: Executive Director



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:

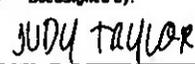
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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: Area HomeCare & Family Services, Inc.

6/9/2022

Date

DocuSigned by:  
  
 Name: JUDY TAYLOR  
 Title: Executive Director

DS  
  
 Vendor Initials  
 Date 6/9/2022



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 <sup>DS</sup>

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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 (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

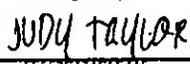
**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: Area HomeCare & Family Services, Inc.

6/9/2022

Date

DocuSigned by:  
  
 Name: JUDY TAYLOR  
 Title: Executive Director

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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:

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

Contractor Name: Area HomeCare & Family Services, Inc.

6/9/2022

Date

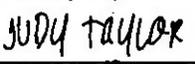
DocuSigned by:  
  
 Name: JUDY TAYLOR  
 Title: Executive Director

Exhibit G

Contractor Initials

DS  
JT

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: Area HomeCare & Family Services, Inc.

6/9/2022

Date

DocuSigned by:

JUDY TAYLOR

Name: JUDY TAYLOR

Title: Executive Director



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

- 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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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



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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Date   6/9/2022



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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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

Area HomeCare & Family Services, Inc.

The State by:

Name of the Contractor

Christine Santaniello

JUDY TAYLOR

Signature of Authorized Representative

Signature of Authorized Representative

Christine Santaniello

JUDY TAYLOR

Name of Authorized Representative  
Associate Commissioner

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Title of Authorized Representative

6/9/2022

6/9/2022

Date

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 (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

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

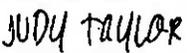
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

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

Contractor Name: Area HomeCare & Family Services, Inc.

6/9/2022

Date

DocuSigned by:  
  
 Name: JUDY TAYLOR  
 Title: Executive Director

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Contractor Initials  
Date 6/9/2022



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 DUNS number for your entity is: 60-203-0181
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

Name: _____	Amount: _____

## 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

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## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



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

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

## 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

DS  
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**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 Health and Human Services  
Amendment #1**

This Amendment to the Home Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Easter Seals New Hampshire, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #47), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.6, Account Number, to read:  
05-95-48-481010-7872  
05-95-48-481010-9255  
05-95-48-481010-2638
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,567,704
3. Modify Exhibit C, Payment Terms, Section 1, to read:
  1. This Agreement is funded by:
    - 1.1. 59.63% Federal funds:
      - 1.1.1. 4.24% Older Americans Act Title III-B, as awarded on September 8, 2022 and February 13, 2023, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS and 2310NHOASS.
      - 1.1.2. 53.76% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR.
      - 1.1.3. 1.63% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supportive Services, CFDA 93.044, FAIN 2101NHSSC6.
    - 1.2. 40.37% General funds.
4. Modify Exhibit C, Payment Terms, Section 3 through Subsection 3.1, to read:
  3. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-1 Rate Sheet through C-2 Rate Sheet.
    - 3.1. Payment for COVID-19 discretionary funding shall be on a cost-reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-3, Amendment #1, SFY 2024 Budget through C-4, Amendment #1, SFY 2024 Budget.

5. Modify Exhibit C, Payment Terms, Section 4, to read:

- 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.beasinvoices@dhhs.nh.gov](mailto:dhhs.beasinvoices@dhhs.nh.gov) or mailed to:

Program Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301

6. Add Exhibit C-3, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-4, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

6/9/2023

Date

DocuSigned by:  
*Melissa Hardy*  
1332421070PE/05  
Name: Melissa Hardy  
Title: Director, DLTS

Easter Seals New Hampshire, Inc.

6/6/2023

Date

DocuSigned by:  
*Cathy Kuhn*  
838356-08261424  
Name: Cathy Kuhn  
Title: Chief Operating Officer

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

OFFICE OF THE ATTORNEY GENERAL

6/12/2023

Date

DocuSigned by:  
*Robyn Guarino*

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**New Hampshire Department of Health and Human Services***Complete one budget form for each budget period.***Contractor Name:** Easter Seals New Hampshire, Inc. (Hillsborough County)**Budget Request for:** Home Health Services**Budget Period** SFY 2024**Indirect Cost Rate (if applicable)** 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$12,000
2. Fringe Benefits	\$1,636
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) <i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$13,636</b>
<b>Total Indirect Costs</b>	<b>\$1,364</b>
<b>TOTAL</b>	<b>\$15,000</b>

Contractor Initials ds  
CkDate 6/6/2023

New Hampshire Department of Health and Human Services	
Contractor Name: <i>Easter Seals New Hampshire, Inc. (Strafford County)</i>	
Budget Request for: <i>Home Health Services</i>	
Budget Period: <i>SFY 2024</i>	
Indirect Cost Rate (if applicable): <i>10.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$12,000
2. Fringe Benefits	\$1,636
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)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$13,636</b>
<b>Total Indirect Costs</b>	<b>\$1,364</b>
<b>TOTAL</b>	<b>\$15,000</b>

  
 Contractor Initials \_\_\_\_\_  
 Date 6/6/2023

# 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 EASTER SEALS NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61290

Certificate Number: 0006194169



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of April A.D. 2023.

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

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Cynthia Ross, 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 Easter Seals New Hampshire, Inc., which includes Manchester Alcoholism Rehabilitation Center, a program of Easterseals NH.  
(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 October 12, 2022, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED: That Maureen Beauregard, President & CEO; Lisabritt Solsky Stevens, Chief Govt Relations & Compliance Officer; Catherine Kuhn, Chief Operating Officer; Tina Sharby, Chief Human Resources Officer; Catherine Kuhn, Chief Operating Officer; Peter Hastings, Chief Information Officer; and Pamela Hawkes, Chief Development Officer (may list more than one person)**  
(Name and Title of Contract Signatory)

are duly authorized on behalf of Easter Seals New Hampshire, Inc. and Manchester Alcoholism Rehabilitation Center 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: 6/5/2023

  
\_\_\_\_\_  
Signature of Elected Officer  
Name: Cynthia Ross  
Title: Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/8/2022

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

<b>PRODUCER</b> Hays Companies, Inc. 980 Washington St., Suite 325 Dedham MA 02026	<b>CONTACT NAME:</b> Tania Drigo <b>PHONE (A/C No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> Tania.Drigo@bbrown.com <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: The North River Insurance Company <span style="float: right;">NAIC # 21105</span> INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
<b>INSURED</b> Easter Seals New Hampshire, Inc 555 Auburn Street Manchester NH 03103	

**COVERAGES** **CERTIFICATE NUMBER: 23-24 WC** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																																
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____																																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____																																
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____																																
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	406-739207-7	1/1/2023	1/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td> <td style="width: 10%;">PER STATUTE</td> <td style="width: 10%;">OTH-ER</td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$ 1,000,000</td> </tr> </table>		PER STATUTE	OTH-ER							E.L. EACH ACCIDENT						\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000		E.L. DISEASE - POLICY LIMIT						\$ 1,000,000
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	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000																																

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

Evidence of Insurance

**CERTIFICATE HOLDER**

State of NH  
 Dept. of Health & Human Services  
 129 Pleasant St.  
 Concord, NH 03301

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE  
 James Hays/TADRIG

Client#: 497072

EASTESEA7

**ACORD**<sup>TM</sup>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
8/19/2022

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).

<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> Linda Jaeger, CIC <b>PHONE (A/C, No, Ext):</b> 855 874-0123 <b>E-MAIL ADDRESS:</b> linda.jaeger@usi.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Easter Seals New Hampshire, Inc. 555 Auburn Street Manchester, NH 03103	<b>INSURER A:</b> Philadelphia Indemnity Insurance Co.	<b>NAIC #</b> 18058
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVDP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	PHPK2454548	09/01/2022	09/01/2023	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 - COM/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	PHPK2454546	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10K <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X	X	PHUB829174	09/01/2022	09/01/2023	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EDP			PHPK2454548	09/01/2022	09/01/2023	\$1,619,050 Special Form Incl Theft \$500 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Supplemental Names\*: Easter Seals ME, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc.,\*. The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the Named Insured and the Certificate Holder that requires such status, and only with regard to the above referenced on (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> Department of Health & Human Services, State of NH 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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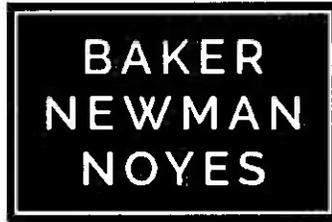
**DESCRIPTIONS: (Continued from Page 1)**

behalf of the Named Insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.



**Mission:**

To provide plans of care comprised of thoughtfully integrated services that help those with varied abilities live, learn, work and play throughout their lifetimes.



# **Easter Seals New Hampshire, Inc. and Subsidiaries**

**Consolidated Financial Statements and  
Other Financial Information**

*Years Ended August 31, 2022 and 2021  
With Independent Auditors' Report*

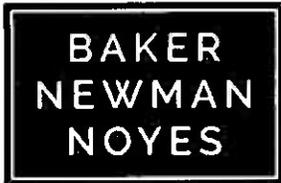
**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED FINANCIAL STATEMENTS AND  
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2022 and 2021

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## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Easter Seals New Hampshire, Inc. and Subsidiaries

### *Opinion*

We have audited the consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2022 and 2021, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2022 and 2021, and the changes in their net assets, functional expenses and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### *Basis for Opinion*

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Easter Seals NH 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 these financial statements in accordance with accounting principles generally accepted in the United States of America, 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 misstatement, 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 Easter Seals NH's ability to continue as a going concern for a period of within one year after the date that the financial statements are issued or available to be issued.

Board of Directors  
Easter Seals New Hampshire, Inc. and Subsidiaries

*Auditors' 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 auditors' 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 GAAS and *Government 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 GAAS and *Government 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 Easter Seals NH'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 Easter Seals NH'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.

**Other Financial Information**

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

Board of Directors  
Easter Seals New Hampshire, Inc. and Subsidiaries

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 20, 2022 on our consideration of Easter Seals NH's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Easter Seals NH's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Easter Seals NH's internal control over financial reporting and compliance.

Baker Newman & Noyes LLC  
Manchester, New Hampshire  
December 20, 2022

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$14,837,761	\$14,389,013
Restricted cash	79,819	82,461
Short-term investments, at fair value	10,055,639	10,681,421
Accounts receivable from related entity	394,316	-
Program and other accounts receivable	9,748,641	8,593,338
Contributions receivable, net	172,253	224,865
Prepaid expenses and other current assets	<u>907,909</u>	<u>633,702</u>
Total current assets	36,196,338	34,604,800
Assets limited as to use	1,837,445	2,357,939
Investments, at fair value	13,419,355	15,889,181
Investment in related entity	1,742	-
Other assets	349,154	378,877
Fixed assets, net	<u>27,216,243</u>	<u>29,899,801</u>
	<u>\$79,020,277</u>	<u>\$83,130,598</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Accounts payable	\$ 2,538,018	\$ 2,312,551
Accrued expenses	6,450,559	6,895,135
Deferred revenue	4,598,645	1,862,583
Current portion of interest rate swap agreement	579,174	387,067
Current portion of long-term debt	<u>1,016,962</u>	<u>1,222,914</u>
Total current liabilities	15,183,358	12,680,250
Other liabilities	2,130,322	2,682,812
Interest rate swap agreement, less current portion	416,010	1,851,184
Long-term debt, less current portion, net	<u>17,861,006</u>	<u>28,771,371</u>
Total liabilities	35,590,696	45,985,617
Net assets:		
Without donor restrictions	37,450,866	31,026,464
With donor restrictions	<u>5,978,715</u>	<u>6,118,517</u>
Total net assets	<u>43,429,581</u>	<u>37,144,981</u>
	<u>\$79,020,277</u>	<u>\$83,130,598</u>

See accompanying notes.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2022

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 764,760	\$ 368,967	\$ 1,133,727
Special events, net of related direct costs of \$1,018,200	1,891,609	83,710	1,975,319
Annual campaigns, net of related direct costs of \$43,900	232,664	16,362	249,026
Bequests	4,160	-	4,160
Net assets released from restrictions	<u>449,927</u>	<u>(449,927)</u>	<u>-</u>
Total public support	3,343,120	19,112	3,362,232
Revenue:			
Fees and tuition	61,914,620	-	61,914,620
Grants	31,630,150	-	31,630,150
Gain on extinguishment of debt	9,250,000	-	9,250,000
Dividend and interest income	834,614	12,543	847,157
Rental income	31,762	-	31,762
Other	<u>394,652</u>	<u>-</u>	<u>394,652</u>
Total revenue	<u>104,055,798</u>	<u>12,543</u>	<u>104,068,341</u>
Total public support and revenue	107,398,918	31,655	107,430,573
Operating expenses:			
Program services:			
Public health education	26,267	-	26,267
Professional education	160,997	-	160,997
Direct services	<u>85,247,641</u>	<u>-</u>	<u>85,247,641</u>
Total program services	85,434,905	-	85,434,905
Supporting services:			
Management and general	9,493,211	-	9,493,211
Fundraising	<u>2,154,599</u>	<u>-</u>	<u>2,154,599</u>
Total supporting services	<u>11,647,810</u>	<u>-</u>	<u>11,647,810</u>
Total functional expenses	97,082,715	-	97,082,715
Support of National programs	<u>130,276</u>	<u>-</u>	<u>130,276</u>
Total operating expenses	<u>97,212,991</u>	<u>-</u>	<u>97,212,991</u>
Increase in net assets from operations	10,185,927	31,655	10,217,582

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2022

	Without Donor Restrictions	With Donor Restrictions	<u>Total</u>
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swap	\$ 1,243,067	\$ -	\$ 1,243,067
Net unrealized and realized losses on investments, net	(3,063,497)	(182,735)	(3,246,232)
Increase in fair value of beneficial interest in trust held by others	-	11,278	11,278
Loss on sales, disposals and impairment of fixed assets	<u>(1,941,095)</u>	<u>-</u>	<u>(1,941,095)</u>
	<u>(3,761,525)</u>	<u>(171,457)</u>	<u>(3,932,982)</u>
Increase (decrease) in net assets	6,424,402	(139,802)	6,284,600
Net assets at beginning of year	<u>31,026,464</u>	<u>6,118,517</u>	<u>37,144,981</u>
Net assets at end of year	<u>\$37,450,866</u>	<u>\$5,978,715</u>	<u>\$43,429,581</u>

See accompanying notes.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2021

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 732,689	\$ 327,971	\$ 1,060,660
Special events, net of related direct costs of \$643,937	1,171,144	208,832	1,379,976
Annual campaigns, net of related direct costs of \$42,502	418,831	37,458	456,289
Bequests	4,091	-	4,091
Net assets released from restrictions	<u>837,627</u>	<u>(837,627)</u>	<u>-</u>
Total public support	3,164,382	(263,366)	2,901,016
Revenue:			
Fees and tuition	60,020,761	-	60,020,761
Grants	33,096,374	-	33,096,374
Dividend and interest income	625,522	8,878	634,400
Rental income	29,775	-	29,775
Other	<u>549,546</u>	<u>-</u>	<u>549,546</u>
Total revenue	<u>94,321,978</u>	<u>8,878</u>	<u>94,330,856</u>
Total public support and revenue	97,486,360	(254,488)	97,231,872
Operating expenses:			
Program services:			
Public health education	42,458	-	42,458
Professional education	3,192	-	3,192
Direct services	<u>82,595,976</u>	<u>-</u>	<u>82,595,976</u>
Total program services	82,641,626	-	82,641,626
Supporting services:			
Management and general	9,427,520	-	9,427,520
Fundraising	<u>1,249,556</u>	<u>-</u>	<u>1,249,556</u>
Total supporting services	<u>10,677,076</u>	<u>-</u>	<u>10,677,076</u>
Total functional expenses	93,318,702	-	93,318,702
Support of National programs	<u>105,185</u>	<u>-</u>	<u>105,185</u>
Total operating expenses	<u>93,423,887</u>	<u>-</u>	<u>93,423,887</u>
Increase (decrease) in net assets from operations	4,062,473	(254,488)	3,807,985

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2021.

	Without Donor <u>Restrictions</u>	With Donor <u>Restrictions</u>	<u>Total</u>
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swap	\$ 658,823	\$ -	\$ 658,823
Net unrealized and realized gains on investments, net	1,830,767	201,783	2,032,550
Decrease in fair value of beneficial interest in trust held by others	-	(696)	(696)
Loss on sales and disposals of fixed assets	(40,958)	-	(40,958)
Contribution of net assets from acquisition – see Note 15	<u>702,572</u>	<u>-</u>	<u>702,572</u>
	<u>3,151,204</u>	<u>201,087</u>	<u>3,352,291</u>
Total increase (decrease) in net assets	7,213,677	(53,401)	7,160,276
Net assets at beginning of year	<u>23,812,787</u>	<u>6,171,918</u>	<u>29,984,705</u>
Net assets at end of year	<u>\$31,026,464</u>	<u>\$6,118,517</u>	<u>\$37,144,981</u>

See accompanying notes.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2022

	Program Services				Supporting Services			Total Program and Supporting Services Expenses	
	Public Health Education	Professional Education	Direct Services	Total	Management and General	Fund-Raising	Total	2022	2021
Salaries and related expenses	\$ 5,780	\$ -	\$65,741,230	\$65,747,010	\$6,336,634	\$1,061,221	\$ 7,397,855	73,144,865	\$71,102,855
Professional fees	2,613	127,466	8,234,642	8,364,721	2,066,017	335,013	2,401,030	10,765,751	10,125,183
Supplies	928	5,500	1,777,921	1,784,349	50,158	33,284	83,442	1,867,791	2,160,860
Telephone	8	-	529,613	529,621	200,186	2,696	202,882	732,503	699,817
Postage and shipping	-	229	35,031	35,260	15,776	10,447	26,223	61,483	52,684
Occupancy	-	-	2,472,697	2,472,697	354,406	58,116	412,522	2,885,219	2,798,022
Outside printing, artwork and media	1,303	-	8,519	9,822	309	37,569	37,878	47,700	20,999
Travel	-	-	1,540,938	1,540,938	13,280	864	14,144	1,555,082	1,250,785
Conventions and meetings	6	27,802	98,989	126,797	15,852	22,425	38,277	165,074	77,801
Specific assistance to individuals	-	-	1,786,297	1,786,297	556	-	556	1,786,853	1,379,563
Dues and subscriptions	-	-	17,296	17,296	11,084	955	12,039	29,335	43,126
Minor equipment purchases and equipment rentals	7,926	-	136,235	144,161	74,508	33,003	107,511	251,672	316,808
Ads, fees and miscellaneous	7,703	-	413,578	421,281	31,740	552,377	584,117	1,005,398	388,306
Interest	-	-	642,590	642,590	137,563	-	137,563	780,153	908,999
Depreciation and amortization	-	-	1,812,065	1,812,065	185,142	6,629	191,771	2,003,836	1,992,894
	<u>\$26,267</u>	<u>\$160,997</u>	<u>\$85,247,641</u>	<u>\$85,434,905</u>	<u>\$9,493,211</u>	<u>\$2,154,599</u>	<u>\$11,647,810</u>	<u>97,082,715</u>	<u>\$93,318,702</u>
	0.03%	0.16%	87.81%	88.00%	9.78%	2.22%	12.00%	100.00%	100.00%

See accompanying notes.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2021

	Program Services				Supporting Services			Total Program and Supporting Services Expenses
	Public Health Education	Profes- sional Education	Direct Services	Total	Manage- ment and General	Fund- Raising	Total	2021
Salaries and related expenses	\$ 11,096	\$ -	\$64,176,399	\$64,187,495	\$6,044,992	\$ 870,368	\$ 6,915,360	\$71,102,855
Professional fees	17,291	-	7,842,755	7,860,046	2,100,809	164,328	2,265,137	10,125,183
Supplies	790	-	1,989,877	1,990,667	131,147	39,046	170,193	2,160,860
Telephone	-	-	513,962	513,962	184,045	1,810	185,855	699,817
Postage and shipping	-	-	25,110	25,110	19,618	7,956	27,574	52,684
Occupancy	-	-	2,389,582	2,389,582	338,318	70,122	408,440	2,798,022
Outside printing, artwork and media	5,090	-	4,927	10,017	5,130	5,852	10,982	20,999
Travel	7	-	1,236,068	1,236,075	13,024	1,686	14,710	1,250,785
Conventions and meetings	-	3,192	55,272	58,464	16,905	2,432	19,337	77,801
Specific assistance to individuals	-	-	1,379,455	1,379,455	108	-	108	1,379,563
Dues and subscriptions	-	-	25,725	25,725	13,398	4,003	17,401	43,126
Minor equipment purchases and equipment rentals	775	-	153,295	154,070	158,601	4,137	162,738	316,808
Ads, fees and miscellaneous	7,409	-	222,711	230,120	84,777	73,409	158,186	388,306
Interest	-	-	764,208	764,208	144,791	-	144,791	908,999
Depreciation and amortization	-	-	1,816,630	1,816,630	171,857	4,407	176,264	1,992,894
	<u>\$ 42,458</u>	<u>\$ 3,192</u>	<u>\$82,595,976</u>	<u>\$82,641,626</u>	<u>\$9,427,520</u>	<u>\$1,249,556</u>	<u>\$10,677,076</u>	<u>\$93,318,702</u>
	0.05%	0.00%	88.51%	88.56%	10.10%	1.34%	11.44%	100.00%

See accompanying notes.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities:		
Increase in net assets	\$ 6,284,600	\$ 7,160,276
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	2,003,836	1,992,894
Bond issuance costs amortization	6,110	6,110
(Increase) decrease in fair value of beneficial interest in trust held by others	(11,278)	696
Net loss on sales, disposals and impairment of fixed assets	1,941,095	40,958
Change in fair value of interest rate swap	(1,243,067)	(658,823)
Gain on extinguishment of debt	(9,250,000)	-
Gain on conversion of long-term debt to grant revenue	-	(1,140,000)
Net unrealized and realized losses (gains) on investments, net	3,246,232	(2,032,550)
Donor restricted contributions	(368,967)	(327,971)
Contribution of net assets from acquisition	-	(702,572)
Changes in operating assets and liabilities:		
Program and other accounts receivable	(1,155,303)	706,473
Accounts receivable from related entity	(394,316)	-
Contributions receivable	52,612	105,080
Prepaid expenses and other current assets	(274,207)	77,756
Other assets	41,001	16,437
Accounts payable and accrued expenses	(392,927)	22,693
Deferred revenue	2,736,062	496,622
Other liabilities	<u>(552,490)</u>	<u>191,374</u>
Net cash provided by operating activities	2,668,993	5,955,453
Cash flows from investing activities:		
Purchases of fixed assets	(1,453,563)	(2,184,030)
Proceeds from sale of fixed assets	366,008	20,323
Change in investments, net	(150,624)	(7,132,124)
Change in assets limited as to use	520,494	(203,417)
Investment in related entity	(1,742)	-
Cash, cash equivalents and restricted cash acquired from acquisition	<u>-</u>	<u>365,413</u>
Net cash used by investing activities	(719,427)	(9,133,835)
Cash flows from financing activities:		
Repayment of long-term debt	(1,872,427)	(1,074,073)
Proceeds from long-term debt	-	10,161,364
Donor restricted contributions	<u>368,967</u>	<u>327,971</u>
Net cash (used) provided by financing activities	<u>(1,503,460)</u>	<u>9,415,262</u>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)**

Years Ended August 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Increase in cash, cash equivalents and restricted cash	\$ 446,106	\$ 6,236,880
Cash, cash equivalents and restricted cash, beginning of year	<u>14,471,474</u>	<u>8,234,594</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$14,917,580</u>	<u>\$14,471,474</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 742,000</u>	<u>\$ 875,000</u>
Supplemental disclosure of noncash activities:		
Fixed asset purchases included in accounts payable at end of year	<u>\$ 173,818</u>	<u>\$ —</u>

See accompanying notes.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

#### 1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Manchester Alcoholism Rehabilitation Center (Farnum Center); Easter Seals Maine, Inc. (up to August 31, 2022); and Easter Seals Vermont, Inc. (Easter Seals VT). Additionally, Champlin Place, Inc., was formed on June 30, 2022 and is 100% owned by Easter Seals New Hampshire, Inc. Champlin Place, Inc. is the sole General Partner of Champlin Place Limited Partnership (the Partnership). Champlin Place, Inc. has a 0.01% ownership interest in the Partnership, but oversees certain management and operational aspects of the Partnership subject to the terms set forth in the limited partnership agreement. See note 16. Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

Effective August 31, 2022, Easter Seals Maine, Inc. was dissolved, and all assets were transferred to Easter Seals New Hampshire, Inc.

Easter Seals NH's purpose is to provide plans of care comprised of thoughtfully integrated services that help those with varied abilities live, learn, work, and play throughout their lifetimes. Easter Seals NH operates programs throughout New Hampshire and Vermont.

#### 2. Summary of Significant Accounting Policies

##### Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member as described in note 1. Significant intercompany accounts and transactions have been eliminated in consolidation.

##### Cash, Cash Equivalents and Restricted Cash

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, and money market funds, excluding assets limited as to use.

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals NH to credit risk consist primarily of cash equivalents and investments. Easter Seals NH's investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the Lord Abbett Short Duration Income A Fund with a balance of \$10,055,500 and \$9,677,021 as of August 31, 2022 and 2021, respectively.

Restricted cash represents reserve accounts held by New Hampshire Housing Finance Authority (NHHFA) for insurance, taxes, replacement costs and operations as well as security deposit accounts held for tenants.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

**2. Summary of Significant Accounting Policies (Continued)**

The following table provides a reconciliation of cash and cash equivalents and restricted cash reported within the consolidated statements of financial position that sum to the total of the same such amounts shown in the consolidated statements of cash flows at August 31:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$14,837,761	\$14,389,013
Restricted cash	<u>79,819</u>	<u>82,461</u>
	<u>\$14,917,580</u>	<u>\$14,471,474</u>

**Assets Limited as to Use and Investments**

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other non-operating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

**Beneficial Interest in Trust**

Easter Seals NH is the beneficiary of a trust held by others recorded in other assets in the accompanying consolidated statements of financial position. Easter Seals NH has recorded as an asset the fair value of its interest in the trust and such amount is included in net assets with donor restrictions, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other non-operating expenses, gains and losses as activity with donor restrictions.

**Fixed Assets**

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets. Leasehold improvements are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as support without donor restrictions. See also note 8.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

#### 2. Summary of Significant Accounting Policies (Continued)

##### Long-Lived Assets

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred, and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

Certain long-lived assets were deemed impaired in 2022. See note 8. No long-lived assets were deemed impaired at August 31, 2021.

##### Bond Issuance Costs

Bond issuance costs are being amortized to interest expense using the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Interest expense recognized on the amortization of bond issuance costs during 2022 and 2021 was \$6,110. The bond issuance costs are presented as a component of long-term debt on the accompanying consolidated statements of financial position.

##### Revenue Recognition and Program and Other Accounts Receivable

Easter Seals NH accounts for revenues (mainly relating to fees and tuition in the accompanying consolidated statements of activities and changes in net assets) under Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers*, and determines the amount of revenue to be recognized through application of the following steps:

- Identification of the contract with a customer;
- Identification of the performance obligations in the contract;
- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations in the contract; and
- Recognition of revenue when or as Easter Seals NH satisfies the performance obligations.

Easter Seals NH determines the transaction price based on standard charges for goods and services provided, reduced by any applicable discounts, contractual adjustments provided to third-party payors, or explicit and implicit price concessions provided to groups or individuals. A performance obligation is a promise in a contract with a customer to transfer products or services that are distinct. Determining whether products and services are distinct performance obligations that should be accounted for separately or combined as one unit of accounting may require significant judgement.

A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors that provide for payment at amounts different from its established rates. Payment arrangements include discounted charges and prospectively determined payments. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in fees and tuition in the year that such amounts become known.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

#### 2. Summary of Significant Accounting Policies (Continued)

Revenues are recognized when performance obligations are satisfied, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are deferred until any restrictions are met or allowable expenditures are incurred.

The collection of outstanding receivables from third-party payors, patients and other clients is Easter Seals NH's primary source of cash and is critical to its operating performance. The primary collection risks relate to uninsured accounts, including accounts for which the primary insurance carrier has paid the amounts covered by the applicable agreement, but individual responsibility amounts (deductibles and copayments) remain outstanding. Implicit price concessions relate primarily to amounts due directly from patients and other clients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical write-offs and expected net collections, business and economic conditions, trends in federal, state and private employer health care coverage and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections at facilities and programs that represent a majority of revenues and accounts receivable (the "hindsight analysis") as a primary source of information in estimating the collectability of accounts receivable. Management performs the hindsight analysis regularly, utilizing rolling accounts receivable collection and write-off data. Management believes its regular updates to the estimated implicit price concession amounts provide reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations. At August 31, 2022 and 2021, estimated implicit price concessions of \$855,900 and \$1,079,600, respectively, had been recorded as reductions to program and other accounts receivable balances to enable Easter Seals NH to record revenues and accounts receivable at the estimated amounts expected to be collected.

Unconditional contributions are recognized when the promise to give is made and are recorded at the net present value of estimated future cash flows.

#### Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

#### Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

#### Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately \$8,099,000 and \$6,850,000 for the years ended August 31, 2022, and 2021, respectively.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

#### 2. Summary of Significant Accounting Policies (Continued)

##### Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals Maine, Inc. (prior to dissolution on August 31, 2022), Easter Seals VT and Farnum Center are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code, with the exception of certain federal taxes applicable to not-for-profit entities.

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with U.S. GAAP, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold, based upon the technical merits of the position.

Champlin Place, Inc. is a for-profit organization subject to Federal and state taxes. Deferred income taxes of Champlin Place, Inc. are computed using the asset and liability method under which deferred income tax assets and liabilities are computed based on temporary differences between the financial statement and tax bases of assets and/or liabilities which will result in taxable or deductible amounts on future tax returns. Champlin Place, Inc. records a valuation allowance against any deferred tax assets when it determines it is unlikely that the tax asset will be realized. No significant deferred income taxes have been realized for Champlin Place, Inc. since the entity's inception.

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc., Easter Seals Maine, Inc., Easter Seals VT and Farnum Center on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements. Champlin Place, Inc.'s management has determined that Champlin Place, Inc. has not taken, nor expects to take, any uncertain tax positions in any income tax return.

##### Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Estimates are used in accounting for explicit and implicit price concessions in revenue, workers' compensation liabilities and contingencies.

##### Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreement described in note 11. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreement (not the notional amount) in the event of nonperformance of the other party to the swap agreement. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2022 and 2021

**2. Summary of Significant Accounting Policies (Continued)**

As of August 31, 2022, and 2021, Easter Seals NH had recognized a liability of \$995,184 and \$2,238,251, respectively, as a result of the interest rate swap agreements discussed in note 11. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized an increase in net assets of \$1,243,067 and \$658,823 for the years ended August 31, 2022 and 2021, respectively, in the accompanying consolidated statements of activities and changes in net assets.

**Increase (Decrease) in Net Assets from Operations**

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase (decrease) in net assets from operations. The primary transactions reported as other non-operating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the change in the fair value of beneficial interest in trust held by others, gains and losses on sales, disposals and impairment of fixed assets, the contribution of assets from affiliation (see note 15) and net realized and unrealized gains and losses on investments.

**Recent Accounting Pronouncements**

In February 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842)*. Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the consolidated financial statements, with certain practical expedients available. In July 2018, the FASB issued ASU 2018-10, *Codification Improvements to Topic 842, Leases*, which seeks to clarify ASU 2016-02 with respect to certain aspects of the update and ASU 2018-11, *Leases (Topic 842) – Targeted Improvements*, which provides transition relief on comparative reporting upon adoption of the ASU. The guidance is effective for Easter Seals NH on September 1, 2022. Easter Seals NH has evaluated the impact of the pending adoption of this standard on its consolidated financial statements and estimates that the right-of-use asset and operating lease liability to be recorded at September 1, 2022 will approximate \$2,807,000.

In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires entities to present contributed nonfinancial assets as a separate line item in the statements of activities and disclose the amount of contributed nonfinancial assets recognized within the statements of activities by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for Easter Seals NH and was adopted on September 1, 2021. The adoption of this ASU did not have a significant impact on Easter Seals NH's consolidated financial statements.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

#### 2. Summary of Significant Accounting Policies (Continued)

##### Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 20, 2022, the date these consolidated financial statements were available to be issued.

#### 3. Classification of Net Assets

The following provides a description of the net asset classifications represented in the Easter Seals NH consolidated statements of financial position:

In accordance with *Uniform Prudent Management of Institutional Funds Act (UPMIFA)*, net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Net assets with donor restrictions include contributions and endowment investment earnings subject to donor-imposed restrictions, as well as irrevocable trusts and contributions receivable. Some donor-imposed restrictions are temporary in nature with restrictions that are expected to be met either by actions of Easter Seals NH and/or the passage of time. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources are to be maintained in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as support without donor restrictions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulation or by law. Expirations of donor-imposed restrictions on net assets (i.e. the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

3. Classification of Net Assets (Continued)Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds included in net assets with donor restrictions at August 31, 2022 and 2021 are as follows:

	Original Donor Restricted Gift Maintained in Perpetuity	Accumulated Investment Gains	Total
<u>2022</u>			
Other initiatives	\$1,462,085	\$ 26,757	\$1,488,842
Operations	<u>3,838,633</u>	<u>—</u>	<u>3,838,633</u>
Total endowment net assets	<u>\$5,300,718</u>	<u>\$ 26,757</u>	<u>\$5,327,475</u>
<u>2021</u>			
Other initiatives	\$1,437,096	\$227,759	\$1,664,855
Operations	<u>3,712,974</u>	<u>—</u>	<u>3,712,974</u>
Total endowment net assets	<u>\$5,150,070</u>	<u>\$227,759</u>	<u>\$5,377,829</u>

Changes in Endowment Net Assets

During the years ended August 31, 2022 and 2021, Easter Seals NH had the following endowment-related activities:

Net endowment assets, August 31, 2020	\$5,256,534
Investment return:	
Investment income, net of fees	105,151
Net appreciation (realized and unrealized), net	56,955
Contributions	41,921
Appropriated for expenditure	<u>(82,732)</u>
Net endowment assets, August 31, 2021	5,377,829
Investment return:	
Investment income, net of fees	66,470
Net appreciation (realized and unrealized), net	12,536
Contributions	96,811
Appropriated for expenditure	<u>(226,171)</u>
Net endowment assets, August 31, 2022	<u>\$5,327,475</u>

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

3. Classification of Net Assets (Continued)

Net assets were released from donor restrictions as follows for the years ended August 31:

	<u>2022</u>	<u>2021</u>
Satisfaction of donor restrictions	\$223,756	\$754,895
Release of appropriated endowment funds	<u>226,171</u>	<u>82,732</u>
	<u>\$449,927</u>	<u>\$837,627</u>

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2022 and 2021 are as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total Non- Endowment Net Assets</u>
<u>2022</u>			
Other initiatives	\$ 134,429	\$466,798	\$ 601,227
Operations	<u>37,316,437</u>	<u>184,442</u>	<u>37,500,879</u>
Total non-endowment net assets	<u>\$37,450,866</u>	<u>\$651,240</u>	<u>\$38,102,106</u>
<u>2021</u>			
Other initiatives	\$ 3,348,849	\$516,330	\$ 3,865,179
Operations	<u>27,677,615</u>	<u>224,358</u>	<u>27,901,973</u>
Total non-endowment net assets	<u>\$31,026,464</u>	<u>\$740,688</u>	<u>\$31,767,152</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in net assets with donor restrictions. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2022 or 2021.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

**3. Classification of Net Assets (Continued)***Net assets with donor restrictions*

Net assets with donor restrictions are available for the following purposes at August 31:

	<u>2022</u>	<u>2021</u>
Purpose restriction:		
Other initiatives	\$ 466,798	\$ 516,330
Operations	<u>47,200</u>	<u>83,514</u>
	513,998	599,844
Perpetual in nature:		
Original donor restricted gift amount and amounts required to be maintained by donor	5,307,363	5,171,595
Investments, gains and income from which is donor restricted	26,757	227,759
Beneficial interest in perpetual trust	<u>130,597</u>	<u>119,319</u>
	<u>5,464,717</u>	<u>5,518,673</u>
Total net assets with donor restrictions	<u>\$5,978,715</u>	<u>\$6,118,517</u>

Net assets with donor restrictions are managed in accordance with donor intent and are invested in various portfolios.

*Investment and Spending Policies*

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five-year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2022 and 2021

**4. Liquidity and Availability**

Financial assets available for general expenditure, such as for operating expenses, and which are without donor or other restrictions limiting their use, within one year of the consolidated statements of financial position date (August 31, 2022), comprise the following:

Cash and cash equivalents	\$14,837,761
Short-term investments, at fair value	10,055,639
Program and other accounts receivable	9,748,641
Accounts receivable from related entity	394,316
Contributions receivable, net	<u>172,253</u>
	35,208,610
Investments, at fair value	<u>13,419,355</u>
	48,627,965
Less: net assets with donor restrictions	<u>(5,978,715)</u>
	<u>\$42,649,250</u>

To manage liquidity, Easter Seals NH maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to Easter Seals NH. The management of Easter Seals NH has implemented a practice to establish cash reserves on hand that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of August 31, 2022, and 2021, approximately \$10,200,000 and \$10,177,000, respectively, of cash and cash equivalents, and approximately \$10,056,000 and \$10,681,000, respectively, of investments were on-hand under this practice. Because such funds are available and may be used in current operations, they have been classified as current in the accompanying consolidated statements of financial position.

**5. Contributions Receivable**

Contributions receivable from donors as of August 31, 2022 and 2021 are \$197,962 and \$236,642, respectively, net of an allowance for doubtful accounts of \$17,329 and \$27,931, respectively. The long-term portion of contributions receivable is recorded in other assets in the accompanying consolidated statements of financial position. Gross contributions are due as follows at August 31, 2022:

2023	\$189,582
2024	3,380
2025	2,000
2026	2,000
2027	<u>1,000</u>
	<u>\$197,962</u>

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

6. Revenues

Revenue by Easter Seals NH's core programs included in fees and tuition and grants consisted of the following:

	<u>Fees and Tuition</u>	<u>Grants</u>	<u>Total</u>
<u>2022</u>			
Residential and educational services	\$33,336,907	\$ 478,631	\$33,815,538
Community based services	2,529,116	21,853,895	24,383,011
Farnum Center	5,912,587	3,175,028	9,087,615
Family support services	6,796,612	515,896	7,312,508
Senior services	4,332,135	1,567,091	5,899,226
Transportation services	3,649,934	21,928	3,671,862
Outpatient and early support services	1,030,926	1,787,197	2,818,123
Children development services	1,661,031	494,511	2,155,542
Workforce development	1,878,376	1,125	1,879,501
Other programs	<u>786,996</u>	<u>1,734,848</u>	<u>2,521,844</u>
	<u>\$61,914,620</u>	<u>\$31,630,150</u>	<u>\$93,544,770</u>
<u>2021</u>			
Residential and educational services	\$28,646,886	\$ 982,152	\$29,629,038
Community based services	2,190,706	20,537,778	22,728,484
Farnum Center	9,104,776	3,875,518	12,980,294
Family support services	7,150,066	352,915	7,502,981
Senior services	3,831,492	2,018,562	5,850,054
Transportation services	2,999,166	36,563	3,035,729
Outpatient and early support services	1,037,854	1,580,370	2,618,224
Children development services	1,922,827	587,504	2,510,331
Workforce development	2,111,411	5,831	2,117,242
Other programs	<u>1,025,577</u>	<u>3,119,181</u>	<u>4,144,758</u>
	<u>\$60,020,761</u>	<u>\$33,096,374</u>	<u>\$93,117,135</u>

Revenues related to providing health services are recorded at the contracted rate for those that involved a third-party payor and less any implicit price concession. Substantially all such adjustments in 2022 and 2021 are related to Farnum Center. A breakdown of Farnum Center's revenue reflected in fees and tuition in 2022 and 2021 from major payor sources is as follows:

	<u>2022</u>	<u>2021</u>
Private payors (includes coinsurance and deductibles)	\$1,633,018	\$ 2,845,213
Medicaid	4,279,742	6,243,173
Medicare	14,237	38,368
Self-pay	<u>24,668</u>	<u>(21,978)</u>
	<u>\$5,951,665</u>	<u>\$ 9,104,776</u>

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

#### 6. Revenues (Continued)

In response to the coronavirus (COVID-19) pandemic, Easter Seals NH qualified for certain federal grant funding through the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act) and CARES Act Provider Relief Funding. As of August 31, 2022, and 2021, Easter Seals NH received approximately \$1,846,000 and \$10,500,000, respectively, of which approximately \$900,000 and \$4,600,000, respectively, was paid to employees either in the form of bonuses for retention and recruitment or employees who qualified for the additional payments under certain programs. Easter Seals NH also entered a Payroll Protection Program loan in 2021 which was forgiven on February 2, 2022 (see note 11).

#### 7. Leases

##### Operating

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately \$1,200,000 and \$1,145,000 for the years ended August 31, 2022 and 2021, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2022, through the remaining contractual term of the underlying lease agreements, are as follows:

2023	\$ 1,077,760
2024	579,592
2025	381,288
2026	276,403
2027	231,914
Thereafter	<u>28,269</u>
Total	<u>\$ 2,575,226</u>

#### 8. Fixed Assets

Fixed assets consist of the following at August 31:

	<u>2022</u>	<u>2021</u>
Buildings	\$ 32,931,032	\$ 34,233,240
Land and land improvements	3,930,144	4,565,183
Leasehold improvements	77,686	79,367
Office equipment and furniture	9,901,651	10,032,195
Vehicles	2,461,097	2,467,043
Construction in progress	<u>439,135</u>	<u>678,379</u>
	49,740,745	52,055,407
Less accumulated depreciation and amortization	<u>(22,524,502)</u>	<u>(22,155,606)</u>
	<u>\$ 27,216,243</u>	<u>\$ 29,899,801</u>

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

**8. Fixed Assets (Continued)**

Depreciation and amortization expense related to fixed assets totaled \$2,003,836 and \$1,992,894 in 2022 and 2021, respectively.

Effective November 13, 2021, Farnum Center no longer provided certain residential treatments at its Franklin, New Hampshire location. On June 29, 2022, Easter Seals New Hampshire, Inc. was awarded a grant agreement totaling \$22,974,523 with the State of New Hampshire, Governor's Office of Emergency Relief and Recovery. This grant will support the construction of a mixed housing, supportive services, and retreat campus for veterans and their families located in Franklin, New Hampshire. Easter Seals New Hampshire, Inc. is obligated to complete the project prior to December 31, 2026. No amounts of this grant were utilized through August 31, 2022. Due to this agreement and the extensive nature of the renovation, Easter Seals New Hampshire, Inc. disposed of certain fixed assets associated with the residential treatment center that was closed in November 2021 resulting in recognition of impairment of fixed assets of approximately \$1,882,000 in the accompanying 2022 consolidated statement of activities and changes in net assets.

**9. Investments and Assets Limited as to Use**

Investments and assets limited as to use, at fair value, are as follows at August 31:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 252,648	\$ 242,131
Marketable equity securities	1,744,099	2,239,468
Mutual funds	22,406,691	25,484,877
Corporate and foreign bonds	287,951	397,883
Government and agency securities	<u>621,050</u>	<u>564,182</u>
	25,312,439	28,928,541
Less: assets limited as to use	<u>(1,837,445)</u>	<u>(2,357,939)</u>
Total investments, at fair value	<u>\$23,474,994</u>	<u>\$26,570,602</u>

The composition of assets limited as to use totaling \$1,837,445 and \$2,357,939 at August 31, 2022 and 2021, respectively, are investments under a deferred compensation plan (see note 10) at fair value.

**10. Retirement Plans**

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Easter Seals NH makes a matching contribution for eligible employees equal to 100% of the participants' elective deferrals limited to 3% of the participants' allowable compensation each pay period. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$645,000 and \$816,000 for the years ended August 31, 2022 and 2021, respectively.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

**10. Retirement Plans (Continued)**

Easter Seals NH offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals NH contributed approximately \$101,210 and \$84,000 to this plan during the years ended August 31, 2022 and 2021, respectively. The assets and liabilities associated with this plan were \$1,837,445 and \$2,357,939 at August 31, 2022 and 2021, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

**11. Borrowings**

Borrowings consist of the following at August 31:

	<u>2022</u>	<u>2021</u>
Revenue Bonds, Series 2016A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with an annual LIBOR-based variable rate equal to the sum of (a) 0.6501 times one-month LIBOR, plus (b) 0.6501 times 2.45% (3.14% at August 31, 2022); due in annual principal payments increasing from \$49,167 to \$62,917 with a final payment of \$6,875,413 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	\$10,061,668	\$10,643,336
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.47%, annual principal payments continually increasing from \$17,430 to \$21,180 with a final payment of \$4,521,598 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	5,655,563	5,897,177
Various notes payable to a bank with fixed interest rate of 2.24%, various principal and interest payments ranging from \$419 to \$1,070 payable monthly through dates ranging from September 2021 through September 2025, secured by vehicles with a net book value of \$173,523 at August 31, 2022.	174,119	256,662
Mortgage note payable to a bank with a fixed rate of 3.25%. Principal and interest of \$12,200 payable monthly, due in February 2030, secured by an interest in certain property with a net book value of \$2,691,921 at August 31, 2022.	1,995,428	2,074,653
Note payable to the City of Rochester, New Hampshire, payable in annual payments of \$16,408, including interest at 3.35% and net of \$7,290 of principal and interest loan funding grant, through July 1, 2027, secured by an interest in certain property, paid off in June 2022 at no penalty.	-	87,859
Payroll Protection Program loan, 1% interest, advance amount payable in equal monthly payments of principal and interest commencing on the first business day after the end of the deferment period (July 31, 2022), forgiven in February 2022.	-	10,000,000

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

**11. Borrowings (Continued)**

	<u>2022</u>	<u>2021</u>
Note payable to NHHFA, 0% interest, repaid at the time of construction loan closing on the project or the project being determined infeasible by the Authority, in which case, the loan shall be forgiven, and no repayment expected. Paid off in July 2022 at no penalty.	\$ -	\$ 45,000
Note payable to NHHFA, 0% interest, conditional repayment terms, based off surplus cash availability, due October 2031, secured by an interest in certain property with a net book value of \$767,351 at August 31, 2022.	531,486	531,486
Note payable to NHHFA, 0% interest, conditional repayment terms, based off surplus cash availability, due March 2040, secured by an interest in certain property with a net book value of \$529,443 at August 31, 2022.	492,448	492,448
Note payable to the City of Manchester, New Hampshire, 0% interest, annual principal payable of \$4,518 on October 1 each year for 10 years through October 2026 secured by an interest in certain property with a net book value of \$767,351 at August 31, 2022.	<u>67,762</u>	<u>72,280</u>
	18,978,474	30,100,901
Less current portion	(1,016,962)	(1,222,914)
Less net unamortized bond issuance costs	<u>(100,506)</u>	<u>(106,616)</u>
	<u>\$17,861,006</u>	<u>\$28,771,371</u>

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2023	\$ 1,016,962
2024	1,020,737
2025	1,032,876
2026	1,050,365
2027	1,139,574
Thereafter	<u>13,717,960</u>
	<u>\$18,978,474</u>

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. has an agreement with a bank for a \$500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals New Hampshire, Inc. on demand. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five-year term. Included in long-term debt are eight notes payable totaling \$174,119 and seventeen notes payable totaling \$256,662 at August 31, 2022 and 2021, respectively, which originated under this agreement. Availability under this agreement at August 31, 2022 and 2021 is \$325,881 and \$243,338, respectively.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2022 and 2021

**11. Borrowings (Continued)**

On August 31, 2015, Easter Seals New Hampshire, Inc. entered into a revolving line of credit with a bank. On February 26, 2019, an amendment changed the borrowing availability from \$4 million to \$7 million (a portion of which is secured by available letters of credit of \$24,000). On July 16, 2020, an amendment changed the outstanding advances from due on demand to a firm maturity date of June 30, 2022 and the interest rate charged on outstanding borrowings was revised to be the one-month LIBOR rate plus 2.25%. On June 29, 2022, an amendment changed the interest rate charged on outstanding borrowings to be the one-month BSBY rate plus 2.25% (4.66% at August 31, 2022), and the maturity date was extended to June 30, 2023. Under an event of default, the interest rate will increase from the one-month BSBY rate plus 2.25% to the then applicable interest rate plus 5.00%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc. with guarantees from Easter Seals Vermont, Inc. and Farnum Center. The agreement requires that collective borrowings under the line of credit be reduced to \$1,000,000 for 30 consecutive days during each calendar year. There were no amounts outstanding under this revolving line of credit agreement at August 31, 2022 and 2021.

On July 16, 2020, Easter Seals New Hampshire, Inc. entered into a revolving line of credit with a bank with borrowing availability of up to \$4 million. Outstanding advances were due upon the expiration date on November 16, 2020, and the revolving line of credit was not renewed upon expiration.

**NHHEFA 2016A and 2016B Revenue Bonds**

On December 20, 2016, Easter Seals New Hampshire, Inc. issued \$13,015,000 in Series 2016A Tax Exempt Revenue Bonds. These bonds were used to refinance the Series 2004A Revenue Bonds.

Also, on December 20, 2016, Easter Seals New Hampshire, Inc. issued \$9,175,000 in Series 2016B Tax Exempt Revenue Bonds. The bonds were issued to refinance an existing mortgage and to obtain funds for certain planned capital projects.

**Mortgage Notes Payable**

On February 18, 2015, Easter Seals New Hampshire, Inc. and Farnum Center entered into a \$2,480,000 mortgage note payable to finance the acquisition of certain property located in Franklin, New Hampshire. The initial interest rate charged is fixed at 3.25%. Monthly principal and interest payments are \$12,200, and all remaining outstanding principal and interest is due on February 18, 2030. The note is secured by the property.

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility of the agreement that was made between The Way Home, Inc. (the Organization) and NHHFA dated October 11, 2001 that obtained federal funding through the HOME Investment Partnership Programs (see note 15). The funds were used for improvements on 214 Spruce Street in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. As defined in accordance with the regulatory agreement that expires on October 11, 2031, repayment of the balance is conditional based on if surplus cash available exceeds 25%, until the project is sold or refinanced, or upon expiration of the regulatory agreement. So long as the Organization continues to comply with the terms of the loan to provide housing and related services to low income, nearly homeless families, the Organization will not be required to repay this loan or any interest. The note is secured by the property. No payments were made in 2022.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2022 and 2021

**11. Borrowings (Continued)**

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement that was made between the Organization and NHHFA dated March 17, 2010. The funds were used for the acquisition, construction and permanent financing on 224 Spruce Street in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. As defined in accordance with the regulatory agreement that expires on March 17, 2040, repayment of the balance is conditional based on if surplus cash available exceeds 50%, until the project is sold or refinanced, or upon expiration of the regulatory agreement. The note is secured by the property. No payments were made in 2022.

Notes Payable

Effective September 1, 2018, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement that was made between The Homemakers Health Services, Inc. and the City of Rochester, New Hampshire that obtained grants and other funding commitments to fund the costs associated with the design and construction of an extension of the City of Rochester, New Hampshire's public sewer mains to service the Organization's property in Rochester, New Hampshire. The costs associated with the extension of the sewer main were \$523,298, which was funded by grants of \$181,925 and a promissory note, payable to the City of Rochester, New Hampshire of \$341,373. The promissory note bears interest at 3.35% per annum. In addition, the City of Rochester, New Hampshire was approved for a loan funding grant in the amount of \$145,798, which consisted of the loan principal funding of \$105,018 and the loan interest funding of \$40,780. A net principal promissory note payable of \$236,355 was recorded with an issue date of July 1, 2017. This note payable was repaid in full in 2022.

On June 25, 2020, Easter Seals New Hampshire, Inc. entered into a \$640,000 note payable with the State of New Hampshire Department of Health and Human Services COVID-19 Emergency Healthcare System Relief Fund (the Lender) to support critical services, costs of health care professionals and the purchase of personal protective equipment and cleaning/sanitization supplies due to the COVID-19 pandemic. At the Lender's discretion, this loan may be converted to a grant and forgiven. The Lender shall determine by November 30, 2020 whether it believes that any part of the funds being loaned should not be repaid in full. There is no interest paid to this note. In November 2020, a notification was received from the Lender that the full note amount was converted to a grant and forgiven.

On June 25, 2020, Farnum Center entered into a \$500,000 note payable with the State of New Hampshire Department of Health and Human Services COVID-19 Emergency Healthcare System Relief Fund (the Lender) to support critical services, costs of health care professionals and the purchase of personal protective equipment and cleaning/sanitization supplies due to the COVID-19 pandemic. At the Lender's discretion, this note may be converted to a grant and forgiven. The Lender shall determine by November 30, 2020 whether it believes that any part of the funds being loaned should not be repaid in full. There is no interest paid to this note. In October 2020, a notification was received from the Lender that the full note amount was converted to a grant and forgiven.

On October 14, 2020, Easter Seals New Hampshire, Inc. entered into agreement with NHHFA for a technical assistance loan in an amount not to exceed \$45,000 for the Rochester Supportive Housing Project (the project). The interest rate charged is fixed at 0.00%, and the loan shall be repaid at the time of construction loan closing on the project whether the project was financed with NHHFA funds or another funding source. Should the project not proceed to a closing, whether financed through NHHFA or another funding source, and the project be determined infeasible by NHHFA, then the loan shall be forgiven, and no repayment expected. In July 2022, this loan was been paid off by Easter Seals NH.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2022 and 2021

**11. Borrowings (Continued)**

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement dated July 1, 2016 that was made between the Organization and the City of Manchester through the Community Improvement Program. The funds were used for facility upgrades on 214 Spruce Street in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. Annual principal payments of \$4,518 commencing October 1, 2017 can be forgiven through October 1, 2026 so long as the Organization can demonstrate the agreed-upon objectives have been achieved. On August 23, 2018, an amendment changed that the annual principal payments will be deferred from October 1, 2017 and resume October 1, 2022. The note is secured by the property.

**Payroll Protection Program Loan**

On April 16, 2021, Easter Seals NH entered into a promissory note for an unsecured loan in the amount of \$10,000,000 through the Paycheck Protection Program (PPP) established by the CARES Act and administered by the U.S. Small Business Administration (SBA). The PPP provides loans to qualifying businesses for amounts up to 2.5 times the average monthly payroll expenses of the qualifying business. The loan and accrued interest had original terms that were forgivable after the covered period as long as the borrower used the loan proceeds for eligible purposes, including payroll, benefits, rent, and utilities, and maintains its payroll levels. The amount of loan forgiveness would be reduced if the borrower terminated employees or reduced salaries during the period. The PPP loan was made for the purpose of securing funding for salaries and wages of employees that may have otherwise been displaced by the outbreak of COVID-19 and the resulting detrimental impact on Easter Seals NH's business. Any unforgiven portion of the PPP loan bears interest at 1%, with a deferral of payments for the first ten months. Beginning February 16, 2022, principal and interest payments for any unforgiven portion of the PPP loan will be due monthly through April 16, 2026. The PPP loan may be prepaid at any time without penalty. Easter Seals NH accounted for the PPP loan in accordance with the FASB ASC Topic 470 and included the full \$10,000,000 within debt in the August 31, 2021 consolidated statement of financial position. In February 2022, Easter Seals NH received approval for full forgiveness from the SBA. Upon receiving forgiveness during the year ended August 31, 2022, Easter Seals NH recognized a gain on extinguishment of long-term debt in the accompanying 2022 consolidated statement of activities and changes in net assets.

**Interest Rate Swap Agreement**

Easter Seals New Hampshire, Inc. has an interest rate swap agreement with a bank in connection with the Series 2004A NHHEFA Revenue Bonds. On December 1, 2016, an amendment to this agreement was executed in anticipation of the refinancing of the 2004A revenue bonds to change the interest rate charged from 3.54% to 3.62% and the floating rate from LIBOR times 0.67 to LIBOR times 0.6501. The swap agreement had an outstanding notional amount of \$10,061,668 and \$10,643,336 at August 31, 2022 and 2021, respectively, which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

#### 11. Borrowings (Continued)

The fair value of the above interest rate swap agreement totaled \$995,184 and \$2,238,251 at August 31, 2022 and 2021, respectively, \$579,174 and \$387,067 of which was current at August 31, 2022 and 2021, respectively. During the years ended August 31, 2022 and 2021, net payments required by the agreement totaled \$338,761 and \$391,075, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 14 with respect to fair value determinations.

#### Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals NH is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2022, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

#### 12. Donated Services

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

#### 13. Related Party Transactions

Easter Seals NH is a member of Easter Seals, Inc. Membership fees to Easter Seals, Inc. were \$130,276 and \$105,185 for the years ended August 31, 2022 and 2021, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

#### 14. Fair Value of Financial Instruments

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

14. **Fair Value of Financial Instruments (Continued)**

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trust, investments and the interest rate swap, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third-party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2022 and 2021.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities and mutual funds that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain government and agency securities and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Beneficial Interest in Trust Held by Others

The beneficial interest in trust held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trust. The fair values of marketable equity securities, money market and mutual funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities and mutual funds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Interest Rate Swap Agreement

The fair value for the interest rate swap liability is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

14. Fair Value of Financial Instruments (Continued)

At August 31, 2022 and 2021, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

<u>2022</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<b>Assets:</b>				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 252,648	\$ —	\$ —	\$ 252,648
Marketable equity securities:				
Large-cap	1,284,778	—	—	1,284,778
International	459,321	—	—	459,321
Mutual funds, open-ended:				
Short-term fixed income	11,649,947	—	—	11,649,947
Intermediate-term bond fund	3,547,536	—	—	3,547,536
High yield bond fund	74,590	—	—	74,590
Foreign bond	19,577	—	—	19,577
Government securities	160,713	—	—	160,713
Emerging markets bond	376,551	—	—	376,551
International equities	1,290,322	—	—	1,290,322
Domestic, large-cap	1,058,579	—	—	1,058,579
Domestic, small-cap	118,360	—	—	118,360
Domestic, multi alt	300,029	—	—	300,029
Real estate fund	178,165	—	—	178,165
Mutual funds, closed-ended:				
Domestic, large-cap	2,794,158	—	—	2,794,158
Domestic, mid-cap	481,343	—	—	481,343
Domestic, small-cap	356,821	—	—	356,821
Corporate and foreign bonds	—	287,951	—	287,951
Government and agency securities	—	621,050	—	621,050
	<u>\$24,403,438</u>	<u>\$ 909,001</u>	<u>\$ —</u>	<u>\$25,312,439</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 1,568	\$ —	\$ —	\$ 1,568
Marketable equity securities:				
Large-cap	96,378	—	—	96,378
Mutual funds:				
Domestic, fixed income	—	32,651	—	32,651
	<u>\$ 97,946</u>	<u>\$ 32,651</u>	<u>\$ —</u>	<u>\$ 130,597</u>
Liabilities:				
Interest rate swap agreement	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 995,184</u>	<u>\$ 995,184</u>

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

14. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<b>2021</b>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 242,131	\$ -	\$ -	\$ 242,131
Marketable equity securities:				
Large-cap	1,598,724	-	-	1,598,724
International	640,743	-	-	640,743
Mutual funds, open-ended:				
Short-term fixed income	12,415,237	-	-	12,415,237
Intermediate-term bond fund	3,051,709	-	-	3,051,709
High yield bond fund	86,611	-	-	86,611
Foreign bond	22,597	-	-	22,597
Government securities	165,842	-	-	165,842
Emerging markets bond	215,384	-	-	215,384
International equities	1,559,537	-	-	1,559,537
Domestic, large-cap	1,549,560	-	-	1,549,560
Domestic, small-cap	61,390	-	-	61,390
Domestic, multi alt	819,941	-	-	819,941
Real estate fund	220,075	-	-	220,075
Mutual funds, closed-ended:				
Domestic, large-cap	4,164,781	-	-	4,164,781
Domestic, mid-cap	465,969	-	-	465,969
Domestic, small-cap	686,244	-	-	686,244
Corporate and foreign bonds	-	397,883	-	397,883
Government and agency securities	-	564,183	-	564,183
	<u>\$27,966,475</u>	<u>\$ 962,066</u>	<u>\$ -</u>	<u>\$28,928,541</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 2,240	\$ -	\$ -	\$ 2,240
Marketable equity securities:				
Large-cap	88,345	-	-	88,345
Mutual funds:				
Domestic, fixed income	-	28,734	-	28,734
	<u>\$ 90,585</u>	<u>\$ 28,734</u>	<u>\$ -</u>	<u>\$ 119,319</u>
Liabilities:				
Interest rate swap agreement	<u>\$ -</u>	<u>\$ -</u>	<u>\$2,238,251</u>	<u>\$ 2,238,251</u>

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

**14. Fair Value of Financial Instruments (Continued)**

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 liabilities for the years ended August 31, 2022 and 2021:

	<u>Interest Rate Swap</u>
Ending balance, August 31, 2020	\$ (2,897,074)
Change in fair value	<u>658,823</u>
Ending balance, August 31, 2021	(2,238,251)
Change in fair value	<u>1,243,067</u>
Ending balance, August 31, 2022	\$ <u>(995,184)</u>

**15. Acquisition of The Way Home**

On October 28, 2020, Easter Seals NH began providing financial and operational management to The Way Home (the Organization). On July 1, 2021, Easter Seals NH acquired the Organization for no consideration. This affiliation was accounted for in accordance with generally accepted accounting principles guidance on acquisitions by a not-for-profit entity. Upon affiliation, the Organization became a program of Easter Seals NH. The financial position of the Organization, recorded at fair value upon affiliation as of July 1, 2021, was as follows:

Assets:	
Cash and cash equivalents	\$ 257,622
Restricted cash	107,791
Program and other accounts receivable	253,631
Prepaid expenses and other current assets	11,319
Other assets	252,995
Fixed assets	<u>1,307,228</u>
Total assets	2,190,586
Liabilities:	
Accrued expenses	(28,577)
Deferred revenue	(26,307)
Other liabilities	(336,916)
Long-term debt	<u>(1,096,214)</u>
Total liabilities	<u>(1,488,014)</u>
Contribution of net assets from acquisition	\$ <u>702,572</u>

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

#### 16. Champlin Place Limited Partnership

Champlin Place Limited Partnership (the Partnership) was formed in June 2022 as a limited partnership under the laws of the State of New Hampshire. The Partnership's purpose is to acquire, own, develop, construct and/or rehabilitate, lease, manage, and operate an apartment complex to be constructed and located at 215 Rochester Hill Road, Rochester, New Hampshire, comprised of 65 residential apartments benefiting low to moderate-income households (the Project). The Partnership's equity was contributed by its General Partner, Champlin Place, Inc., of which Easter Seals NH is the sole owner, and Housing New England Fund IV, a limited partner and unrelated party. The Partnership agreement provides for the allocation of profits and losses to the partners, proportionate to the equity contributed, as follows:

General Partner, Champlin Place, Inc. (wholly-owned by Easter Seals NH)	0.01%
Limited Partner, Housing New England Fund IV (an unrelated party)	99.99%

#### Capital Contributions

Easter Seals NH, as the sole owner of the General Partner, Champlin Place, Inc., has made its required capital contribution of \$1,742 as of August 31, 2022, which is recorded as investment in related entity in the accompanying 2022 consolidated statement of financial position. Champlin Place, Inc. is obligated to make additional capital contributions in the amount of \$155,078, which amounts are expected to be funded in October 2023.

#### Deferred Developer Fee

On June 30, 2022, Easter Seals NH entered into a Development Services Agreement for the Project, in which Easter Seals NH will earn up to \$2,272,940 as a development fee for its services in connection with the construction and development of the Project. Under the Development Services Agreement, \$250,000 was earned and recognized as other revenue by Easter Seals NH in the 2022 consolidated statement of activities and changes in net assets. The balance of the development fee will be earned on the date that the construction and development of the Project is substantially complete, and all dwelling units have been completed and are placed in service, with all balances to be paid prior to December 31, 2036.

#### Ground Lease

On June 30, 2022, Easter Seals NH entered into a ground lease with the Partnership for the land located at 215 Rochester Hill Road, Rochester, New Hampshire, with terms of 98 years from the date of execution. The Partnership will be required to pay Easter Seals NH base rent of \$37,004 per annum, commencing on January 1, 2023, and continuing on each one-year anniversary date of the lease, payable from available cash flow, as defined in the agreement. If available cash flow is insufficient to pay the full amount of the base rent for any year, the unpaid portion will accrue interest at 3.43% per annum and be payable on a cumulative basis in the first year in which there is sufficient available cash flow or capital proceeds.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2022 and 2021

**16. Champlin Place Limited Partnership (Continued)**

*Community Development Block Grant Loan and Agreements*

In 2022, the City of Rochester, New Hampshire was awarded a Community Development Block Grant by the Community Development Finance Authority. In turn, the City of Rochester, New Hampshire has granted a conditional grant of \$975,000 to Easter Seals NH, which in turn will loan the funds to the Partnership to pay for site work improvements and certain construction costs of the Project through a leasehold mortgage that was executed on June 30, 2022 between Easter Seals NH and the Partnership. The loan accrues no interest, and is payable to Easter Seals NH in one lump sum 30 years from the date of the note (July 2052). In the event of default of this condition, Easter Seals NH has the right to recover all of the CDBG funds expended on the Project on behalf of the New Hampshire Community Development Loan Fund. The amount of CDBG funds subject to recovery may decrease over the twenty-year period at a rate negotiated between the City of Rochester and Easter Seals NH and approved by the Community Development Finance Authority. Also as defined in the leasehold mortgage, if the Partnership performs its obligations as defined in the agreement, then repayment of the leasehold mortgage will become void, therefore requiring no repayment by the Partnership to Easter Seals NH. Because of that provision, in 2023 Easter Seals NH will recognize offsetting assets and liabilities related to the \$975,000 in funding received from the City of Rochester, New Hampshire and subsequent loan to the Partnership when cash flow associated with the grant and leasehold mortgage is expected.

*Sponsor Loan and Terms*

On June 30, 2022, in order to provide additional funding to the Partnership for upcoming site work and construction costs, Easter Seals NH entered into a \$563,607 loan agreement with the Partnership. This loan bears interest at the rate of 0% and, at August 31, 2022, no amounts had been drawn on the loan by the Partnership. If not paid earlier, all outstanding principal and interest accrued must be repaid to Easter Seals NH on June 30, 2052. Payments of principal and interest are to be made to the extent of available cash flow, as defined in the agreement. If repayment is not made within thirty days of the maturity date, or if any payment due is not paid within thirty days of the due date, then interest will be payable on any unpaid sum at the rate of 12% per annum, compounded annually, until such amount is paid, or another means of payment is arranged.

*Reimbursement Agreements*

On June 30, 2022, Easter Seals NH entered into a Reimbursement Agreement with the Partnership to reimburse Easter Seals NH for all predevelopment expenses incurred by the Project that were paid by Easter Seals NH. The Partnership acknowledged and agreed that the Partnership is solely responsible to pay all project expenses not later than the date of the closing of the Partnership's construction loan for the Project, which was July 13, 2022. As of August 31, 2022, Easter Seals NH was owed \$394,316 by the Partnership, which amount is recorded within accounts receivable from related entity in the accompanying 2022 consolidated statement of financial position.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

#### 16. Champlin Place Limited Partnership (Continued)

Further, Easter Seals NH will be paid certain amounts under a Partnership Administration Agreement, dated as of June 30, 2022 between Easter Seals NH and the Partnership, whereby Easter Seals NH will provide various administrative services in exchange for fees of \$4,875 per year beginning in 2023, increasing 3% annually beginning January 1, 2024.

##### Right of Refusal and Option Agreement

Through a Right of Refusal and Option Agreement dated June 30, 2022, the Partnership granted to Easter Seals NH certain rights of first refusal and options to purchase the Project, which, if elected, would include the 99.99% interest in the Project held by Housing New England Fund IV. As a result, Easter Seals NH has been granted an irrevocable, successive, and exclusive right of refusal to purchase the Project. Such right is exercisable for a period of 24-months beginning upon expiration of an initial 15-year compliance period, and continuing until the Partnership otherwise sells the Project.

Through a Right of Refusal and Opinion Agreement dated June 30, 2022, Housing New England Fund IV has the option to give written notice to Champlin Place, Inc. at any time following the end of the Credit Period, as defined, to require Champlin Place, Inc. to purchase the interest of Housing New England Fund IV for a price equal to the sum of: (i) \$100, (ii) the amount of any federal, state or local tax liability required to be paid (including, without limitation, any real estate transfer or franchise taxes), (iii) any costs incurred by Housing New England Fund IV in connection with the transfer of its interest, and (iv) all amounts then due and owing to Housing New England Fund IV or its affiliates under the agreement. Upon receipt of such written notice of the put option, Champlin Place, Inc. shall purchase such interest and make all payments required within 30 days. At the date of these consolidated financial statements, the put option was not eligible to be exercised by Housing New England Fund IV, and it is expected that the Credit Period will extend through December 31, 2034.

##### Guaranty Agreement

On June 30, 2022, Easter Seals NH unconditionally guaranteed due payment, performance, and fulfillment of certain obligations of the Partnership and Housing New England Fund IV. Easter Seals NH's liability is generally limited and shall not exceed \$402,000 in the aggregate, and the guaranty terminates upon the later of the 60<sup>th</sup> month anniversary of the stabilization date, as defined, and the date that the Partnership has achieved stabilized occupancy for five consecutive calendar years. However, should an operating deficit arise before the latest of permanent mortgage commencement or cost certification, as defined in the agreement, or the date the Project achieves 100% occupancy, then Easter Seals NH's obligation to advance funds to pay operating deficits shall be unlimited. At the date of these consolidated financial statements, no events or conditions have occurred that would trigger Easter Seals NH's performance under the guaranty agreement.

## **OTHER FINANCIAL INFORMATION**

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2022

ASSETS

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$14,819,630	\$ 520	\$ 17,611	\$ -	\$ -	\$14,837,761
Restricted cash	79,819	-	-	-	-	79,819
Short-term investments, at fair value	10,055,639	-	-	-	-	10,055,639
Accounts receivable from affiliates	-	9,187,000	573,894	-	(9,760,894)	-
Accounts receivable from related entity	394,316	-	-	-	-	394,316
Program and other accounts receivable	8,063,145	941,833	743,663	-	-	9,748,641
Contributions receivable, net	171,994	259	-	-	-	172,253
Prepaid expenses and other current assets	<u>892,299</u>	<u>2,070</u>	<u>13,540</u>	<u>-</u>	<u>-</u>	<u>907,909</u>
Total current assets	34,476,842	10,131,682	1,348,708	-	(9,760,894)	36,196,338
Assets limited as to use	1,834,925	2,520	-	-	-	1,837,445
Investments, at fair value	12,622,311	797,044	-	-	-	13,419,355
Investment in related entity	1,742	-	-	-	-	1,742
Other assets	349,154	-	-	-	-	349,154
Fixed assets, net	<u>18,914,210</u>	<u>8,214,080</u>	<u>87,953</u>	<u>-</u>	<u>-</u>	<u>27,216,243</u>
	<u>\$68,199,184</u>	<u>\$19,145,326</u>	<u>\$1,436,661</u>	<u>\$ -</u>	<u>\$(9,760,894)</u>	<u>\$79,020,277</u>

LIABILITIES AND NET ASSETS

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current liabilities:						
Accounts payable	\$ 2,538,018	\$ —	\$ —	—	\$ —	\$ 2,538,018
Accrued expenses	6,381,470	69,089	—	—	—	6,450,559
Accounts payable to affiliates	9,760,894	—	—	—	(9,760,894)	—
Deferred revenue	4,055,463	527,793	15,389	—	—	4,598,645
Current portion of interest rate swap agreement	579,174	—	—	—	—	579,174
Current portion of long-term debt	<u>901,994</u>	<u>114,968</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>1,016,962</u>
Total current liabilities	24,217,013	711,850	15,389	—	(9,760,894)	15,183,358
Other liabilities	2,127,802	2,520	—	—	—	2,130,322
Interest rate swap agreement, less current portion	416,010	—	—	—	—	416,010
Long-term debt, less current portion, net	<u>11,817,107</u>	<u>6,043,899</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>17,861,006</u>
Total liabilities	38,577,932	6,758,269	15,389	—	(9,760,894)	35,590,696
Net assets:						
Without donor restrictions	24,296,543	11,786,295	1,368,028	—	—	37,450,866
With donor restrictions	<u>5,324,709</u>	<u>600,762</u>	<u>53,244</u>	<u>—</u>	<u>—</u>	<u>5,978,715</u>
Total net assets	<u>29,621,252</u>	<u>12,387,057</u>	<u>1,421,272</u>	<u>—</u>	<u>—</u>	<u>43,429,581</u>
	<u>\$68,199,184</u>	<u>\$19,145,326</u>	<u>\$1,436,661</u>	<u>\$ —</u>	<u>\$(9,760,894)</u>	<u>\$79,020,277</u>

\* Includes Champlin Place, Inc.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2021

ASSETS

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$14,362,485	\$ 680	\$ 21,041	\$ 4,807	\$ -	\$14,389,013
Restricted cash	82,461	-	-	-	-	82,461
Short-term investments, at fair value	10,681,421	-	-	-	-	10,681,421
Accounts receivable from affiliates	-	8,293,852	564,017	-	(8,857,869)	-
Program and other accounts receivable	6,754,763	942,023	819,392	77,160	-	8,593,338
Contributions receivable, net	219,930	2,749	2,186	-	-	224,865
Prepaid expenses and other current assets	<u>600,915</u>	<u>12,252</u>	<u>12,684</u>	<u>7,851</u>	<u>-</u>	<u>633,702</u>
Total current assets	32,701,975	9,251,556	1,419,320	89,818	(8,857,869)	34,604,800
Assets limited as to use	2,357,939	-	-	-	-	2,357,939
Investments, at fair value	14,916,185	962,256	-	10,740	-	15,889,181
Other assets	378,877	-	-	-	-	378,877
Fixed assets, net	<u>19,285,292</u>	<u>10,536,119</u>	<u>74,328</u>	<u>4,062</u>	<u>-</u>	<u>29,899,801</u>
	<u>\$69,640,268</u>	<u>\$20,749,931</u>	<u>\$1,493,648</u>	<u>\$ 104,620</u>	<u>\$(8,857,869)</u>	<u>\$83,130,598</u>

LIABILITIES AND NET ASSETS

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current liabilities:						
Accounts payable	\$ 2,311,091	\$ 35	\$ 553	\$ 872	\$ -	\$ 2,312,551
Accrued expenses	6,596,298	298,467	20	350	-	6,895,135
Accounts payable to affiliates	4,872,222	-	-	3,985,647	(8,857,869)	-
Deferred revenue	990,620	851,279	5,792	14,892	-	1,862,583
Current portion of interest rate swap agreement	387,067	-	-	-	-	387,067
Current portion of long-term debt	<u>1,030,748</u>	<u>192,166</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,222,914</u>
Total current liabilities	16,188,046	1,341,947	6,365	4,001,761	(8,857,869)	12,680,250
Other liabilities	2,682,812	-	-	-	-	2,682,812
Interest rate swap agreement, less current portion	1,851,184	-	-	-	-	1,851,184
Long-term debt, less current portion, net	<u>22,615,261</u>	<u>6,156,110</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>28,771,371</u>
Total liabilities	43,337,303	7,498,057	6,365	4,001,761	(8,857,869)	45,985,617
Net assets (deficit):						
Without donor restrictions	20,884,644	12,641,512	1,401,174	(3,900,866)	-	31,026,464
With donor restrictions	<u>5,418,321</u>	<u>610,362</u>	<u>86,109</u>	<u>3,725</u>	<u>-</u>	<u>6,118,517</u>
Total net assets (deficit)	<u>26,302,965</u>	<u>13,251,874</u>	<u>1,487,283</u>	<u>(3,897,141)</u>	<u>-</u>	<u>37,144,981</u>
	<u>\$69,640,268</u>	<u>\$20,749,931</u>	<u>\$1,493,648</u>	<u>\$ 104,620</u>	<u>\$(8,857,869)</u>	<u>\$83,130,598</u>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**  
**CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2022

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 1,014,261	\$ 87,404	\$ 28,492	\$ 3,570	\$ -	\$ 1,133,727
Special events, net	1,951,633	29,142	(327)	(5,129)	-	1,975,319
Annual campaigns, net	242,613	1,555	4,404	454	-	249,026
Bequests	<u>4,160</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,160</u>
Total public support	3,212,667	118,101	32,569	(1,105)	-	3,362,232
Revenue:						
Fees and tuition	49,164,160	5,951,665	6,796,612	65,805	(63,622)	61,914,620
Grants	27,738,493	3,175,912	571,852	143,893	-	31,630,150
Gain on extinguishment of debt	5,531,044	3,595,084	51,164	72,708	-	9,250,000
Dividend and interest income	814,161	32,880	-	116	-	847,157
Rental income	31,762	-	-	-	-	31,762
Intercompany revenue	1,860,214	-	-	-	(1,860,214)	-
Other	<u>391,445</u>	<u>390</u>	<u>2,817</u>	<u>-</u>	<u>-</u>	<u>394,652</u>
Total revenue	<u>85,531,279</u>	<u>12,755,931</u>	<u>7,422,445</u>	<u>282,522</u>	<u>(1,923,836)</u>	<u>104,068,341</u>
Total public support and revenue	88,743,946	12,874,032	7,455,014	281,417	(1,923,836)	107,430,573
Operating expenses:						
Program services:						
Public health education	26,267	-	-	-	-	26,267
Professional education	160,997	-	-	-	-	160,997
Direct services	<u>67,751,508</u>	<u>10,563,928</u>	<u>6,752,825</u>	<u>264,512</u>	<u>(85,132)</u>	<u>85,247,641</u>
Total program services	67,938,772	10,563,928	6,752,825	264,512	(85,132)	85,434,905

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Supporting services:						
Management and general	\$ 9,484,776	\$ 1,105,551	\$ 710,875	\$ 30,713	\$(1,838,704)	\$ 9,493,211
Fundraising	<u>2,053,912</u>	<u>24,250</u>	<u>51,860</u>	<u>24,577</u>	<u>—</u>	<u>2,154,599</u>
Total supporting services	<u>11,538,688</u>	<u>1,129,801</u>	<u>762,735</u>	<u>55,290</u>	<u>(1,838,704)</u>	<u>11,647,810</u>
Total functional expenses	79,477,460	11,693,727	7,515,560	319,802	(1,923,836)	97,082,715
Support of National programs	<u>130,276</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>130,276</u>
Total operating expenses	<u>79,607,736</u>	<u>11,693,729</u>	<u>7,515,560</u>	<u>319,802</u>	<u>(1,923,836)</u>	<u>97,212,991</u>
Increase (decrease) in net assets from operations	9,136,210	1,180,303	(60,546)	(38,385)	—	10,217,582
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swap	1,243,067	—	—	—	—	1,243,067
Net unrealized and realized losses on investments, net	(3,081,646)	(163,551)	—	(1,035)	—	(3,246,232)
Increase in fair value of beneficial interest in trust held by others	11,278	—	—	—	—	11,278
Loss on sales, disposal and impairment of fixed assets	<u>(55,771)</u>	<u>(1,881,569)</u>	<u>(2,604)</u>	<u>(1,151)</u>	<u>—</u>	<u>(1,941,095)</u>
	<u>(1,883,072)</u>	<u>(2,045,120)</u>	<u>(2,604)</u>	<u>(2,186)</u>	<u>—</u>	<u>(3,932,982)</u>
Total increase (decrease) in net assets before effects of dissolution of affiliate	7,253,138	(864,817)	(63,150)	(40,571)	—	6,284,600
Dissolution of an affiliate	<u>(3,934,851)</u>	<u>—</u>	<u>(2,861)</u>	<u>3,937,712</u>	<u>—</u>	<u>—</u>
Total increase (decrease) in net assets	3,318,287	(864,817)	(66,011)	3,897,141	—	6,284,600
Net assets (deficit) at beginning of year	<u>26,302,965</u>	<u>13,251,874</u>	<u>1,487,283</u>	<u>(3,897,141)</u>	<u>—</u>	<u>37,144,981</u>
Net assets at end of year	<u>\$29,621,252</u>	<u>\$12,387,057</u>	<u>\$1,421,272</u>	<u>\$—</u>	<u>\$—</u>	<u>\$43,429,581</u>

\* Includes Champlin Place, Inc.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**  
**CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2021.

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 876,642	\$ 55,736	\$ 47,117	\$ 81,165	\$ -	\$ 1,060,660
Special events, net	1,216,723	40,522	91,639	31,092	-	1,379,976
Annual campaigns, net	436,622	6,079	12,125	1,463	-	456,289
Bequests	<u>4,091</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,091</u>
Total public support	2,534,078	102,337	150,881	113,720	-	2,901,016
Revenue:						
Fees and tuition	43,397,874	9,104,776	7,150,066	438,916	(70,871)	60,020,761
Grants	28,138,237	3,877,583	622,212	458,342	-	33,096,374
Dividend and interest income	607,365	26,794	1	240	-	634,400
Rental income	29,775	-	-	-	-	29,775
Intercompany revenue	2,171,005	-	-	-	(2,171,005)	-
Other	<u>538,083</u>	<u>-</u>	<u>11,412</u>	<u>51</u>	<u>-</u>	<u>549,546</u>
Total revenue	<u>74,882,339</u>	<u>13,009,153</u>	<u>7,783,691</u>	<u>897,549</u>	<u>(2,241,876)</u>	<u>94,330,856</u>
Total public support and revenue	77,416,417	13,111,490	7,934,572	1,011,269	(2,241,876)	97,231,872
Operating expenses:						
Program services:						
Public health education	40,035	-	1,212	1,211	-	42,458
Professional education	3,192	-	-	-	-	3,192
Direct services	<u>62,168,239</u>	<u>12,591,072</u>	<u>7,058,225</u>	<u>861,379</u>	<u>(82,939)</u>	<u>82,595,976</u>
Total program services	62,211,466	12,591,072	7,059,437	862,590	(82,939)	82,641,626

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Supporting services:						
Management and general	\$ 9,414,586	\$ 1,330,879	\$ 755,146	\$ 85,846	\$(2,158,937)	\$ 9,427,520
Fundraising	<u>1,084,072</u>	<u>18,207</u>	<u>73,153</u>	<u>74,124</u>	<u>-</u>	<u>1,249,556</u>
Total supporting services	<u>10,498,658</u>	<u>1,349,086</u>	<u>828,299</u>	<u>159,970</u>	<u>(2,158,937)</u>	<u>10,677,076</u>
Total functional expenses	72,710,124	13,940,158	7,887,736	1,022,560	(2,241,876)	93,318,702
Support of National programs	<u>105,185</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>105,185</u>
Total operating expenses	<u>72,815,309</u>	<u>13,940,158</u>	<u>7,887,736</u>	<u>1,022,560</u>	<u>(2,241,876)</u>	<u>93,423,887</u>
Increase (decrease) in net assets from operations	4,601,108	(828,668)	46,836	(11,291)	-	3,807,985
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swap	658,823	-	-	-	-	658,823
Net unrealized and realized gains on investments, net	1,919,950	110,636	-	1,964	-	2,032,550
Decrease in fair value of beneficial interest in trust held by others	(696)	-	-	-	-	(696)
Loss on sales and disposals of fixed assets	(35,216)	(5,742)	-	-	-	(40,958)
Contribution of net assets from acquisition	<u>702,572</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>702,572</u>
	<u>3,245,433</u>	<u>104,894</u>	<u>-</u>	<u>1,964</u>	<u>-</u>	<u>3,352,291</u>
Total increase (decrease) in net assets	7,846,541	(723,774)	46,836	(9,327)	-	7,160,276
Net assets (deficit) at beginning of year	<u>18,456,424</u>	<u>13,975,648</u>	<u>1,440,447</u>	<u>(3,887,814)</u>	<u>-</u>	<u>29,984,705</u>
Net assets (deficit) at end of year	<u>\$26,302,965</u>	<u>\$13,251,874</u>	<u>\$1,487,283</u>	<u>\$(3,897,141)</u>	<u>\$-</u>	<u>\$37,144,981</u>

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2022

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Salaries and related expenses	\$59,016,148	\$ 7,909,493	\$6,054,385	\$ 164,839	\$ -	\$73,144,865
Professional fees	9,956,300	1,828,032	772,153	47,970	(1,838,704)	10,765,751
Supplies	1,402,773	435,168	29,343	507	-	1,867,791
Telephone	555,548	95,972	74,650	6,333	-	732,503
Postage and shipping	44,949	1,615	14,919	-	-	61,483
Occupancy	2,055,257	522,398	293,049	14,515	-	2,885,219
Outside printing, artwork and media	47,301	-	399	-	-	47,700
Travel	1,419,777	35,458	143,244	2,657	(46,054)	1,555,082
Conventions and meetings	116,866	44,568	3,625	15	-	165,074
Specific assistance to individuals	1,681,563	12,718	50,891	80,759	(39,078)	1,786,853
Dues and subscriptions	31,475	(2,275)	135	-	-	29,335
Minor equipment purchases and equipment rentals	228,853	18,230	3,334	1,255	-	251,672
Ads, fees and miscellaneous	885,403	78,016	41,875	104	-	1,005,398
Interest	562,621	217,532	-	-	-	780,153
Depreciation and amortization	<u>1,472,626</u>	<u>496,804</u>	<u>33,558</u>	<u>848</u>	<u>-</u>	<u>2,003,836</u>
	<u>\$79,477,460</u>	<u>\$11,693,729</u>	<u>\$7,515,560</u>	<u>\$ 319,802</u>	<u>\$(1,923,836)</u>	<u>\$97,082,715</u>

\* Includes Champlin Place, Inc.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2021

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Salaries and related expenses	\$54,463,022	\$ 9,581,703	\$6,411,920	\$ 646,210	\$ —	\$71,102,855
Professional fees	9,182,159	2,141,444	829,028	143,557	(2,171,005)	10,125,183
Supplies	1,476,716	650,916	29,933	3,295	—	2,160,860
Telephone	513,556	96,374	77,986	11,901	—	699,817
Postage and shipping	44,122	1,252	6,284	1,026	—	52,684
Occupancy	1,865,409	591,596	303,110	37,907	—	2,798,022
Outside printing, artwork and media	15,847	—	3,648	1,504	—	20,999
Travel	1,086,342	53,597	136,785	18,620	(44,559)	1,250,785
Conventions and meetings	57,117	17,992	2,288	404	—	77,801
Specific assistance to individuals	1,217,642	11,114	23,172	153,947	(26,312)	1,379,563
Dues and subscriptions	29,689	12,859	28	550	—	43,126
Minor equipment purchases and equipment rentals	283,256	30,576	2,110	866	—	316,808
Ads, fees and miscellaneous	344,507	21,702	21,555	542	—	388,306
Interest	685,065	223,934	—	—	—	908,999
Depreciation and amortization	<u>1,445,675</u>	<u>505,099</u>	<u>39,889</u>	<u>2,231</u>	<u>—</u>	<u>1,992,894</u>
	<u>\$72,710,124</u>	<u>\$13,940,158</u>	<u>\$7,887,736</u>	<u>\$1,022,560</u>	<u>\$(2,241,876)</u>	<u>\$93,318,702</u>



NH, VT & Farnum

Chairman

**Andrew MacWilliam**

Past Chairman

**Matthew Boucher**

Vice Chairman

**Thomas Sullivan**

Chairman Elect & Treasurer

**Bryan Bouchard**

Assistant Treasurer

**Paul Voegelin**

Secretary

**Mary Flowers**

General Counsel & Assistant Secretary

**Bradford Cook** (non-voting)

**2023 Board of Directors**

**Trevor Arp**

**Gregory Baxter, MD**

**Rick Courtemanche**

**Eddie Edwards**

**Charles Goodwin**

**Elizabeth Hitchcock**

**William Lambrukos**

**Lucy Lange**

**Tracey Pelton**

**Richard Rawlings**

**Linda Roth**

**Nathan Saller**

**Sanjeev Srinivasan**

**Tim Wade**

**Rob Wiczorek**



## Maureen Ann Beauregard

### Professional Expertise

Visionary/Tenacious  
Strategic Planning  
Community Relationships  
Organizational Capacity Building

Strong Financial Acumen  
Entrepreneur/Builder  
Experienced Communicator  
Team Building & Leadership

### Professional Experience

#### November 1991–2019 Families in Transition

January 2018–2019

President, Families in Transition – New Horizons Manchester NH

#### Key Accomplishments

- Merged Families in Transition with the State's largest shelter and food pantry.
- Successfully led board strategy for combined organization.
- Developed and led public awareness and acceptance of combined organization.
- Merger resulted in being the State's largest organization in the provision of shelter, housing, food and services for homeless families and individuals.

December 2017 – June 2018

Receiver of Serenity Place Manchester, NH

#### Key Accomplishments

- Successfully navigated complex negotiations with the dissolution and replacement of critical substance use disorder program with the NH Charitable Trust office.
- Brought together key political leaders, businesses and NH's not-for-profit sector.

November 1991 – December 2017

President & Founder Manchester, NH

#### Key Accomplishments:

- Began as a program providing housing and services to 5 women and their children.
- Currently, providing housing to 1,328 families and individuals and 138,000 meals annually.
- Developed housing and services programs in four geographic regions: Manchester, Concord, and Dover & Wolfeboro.
- Developed \$38M in Assets and a \$14M Annual Budget. Facilities developed with alternative financing structures that include varied layering structures resulting in affordability for the organization and those it serves.

### Contact



### Community Service

- NH Charitable Foundation – Member, Board of Directors, Current
- NH Interagency Council to End Homelessness – Past Chairperson, Board of Directors, 2015
- Leadership New Hampshire, 2010
- Housing Action New Hampshire – Past Council Member, 2009
- Greater Manchester Chamber of Commerce – Past Member, Board of Directors, 2009

### Awards and Honors

- Greater Manchester Chamber of Commerce's Citizen of the Year, 2018
- Southern New Hampshire University, Loeffler Award, 2018
- University of New Hampshire, Granite State Award, 2018
- Business NH Magazine's Nonprofit of the Year, 2013

- Personally Authored and awarded +\$20M in HUD funding from 1995 – 2008.
- Developed 272 housing units and 199 shelter beds.
- Specialty Programs developed:
  1. Willows Substance Use Treatment Center – Outpatient and Intensive Outpatient services. Use of 3<sup>rd</sup> party insurance and state billing. Negotiations with State of NH.
  2. Two Transitional Living Programs; one for men and one for women. Use of 3<sup>rd</sup> party insurance and state billing. Negotiations with the State of NH.
  3. Recovery Housing - Safe housing for Moms with Children who are recovering from substance use disorder. Negotiated with State of NH.
  4. Open Doors – In-home substance use disorder services for parent(s) and therapeutic services for children.
  5. Connections to Recovery – 4 Geographic area outreach to homeless with substance use disorder. SAMSHA \$1.5M.
- Acquired Organizations Include:
  1. Manchester Emergency Housing, 2012. Developed and expanded new family shelter that also includes a Resource Center in 2015.
  2. New Hampshire Coalition to End Homelessness, 2014. Elevated organization as a leader in advocacy, research and training on behalf of homeless families and individuals.
- Organization developed to assist Families in Transition – New Horizons with double bottom line of assisting with financial sustainability and deeper mission impact include:
  1. Housing Benefits, 2009. A not for profit organization and federally designated Community Housing Development Organization that is prioritized in receiving 10% of federal funds for housing related activities. Acts as the property management company and housing development arm of Families in Transition – New Horizons. Both the property management and developer fees assist with the organization's sustainability.
  2. OutFITters Thrift Store, 2003. An LLC entrepreneurial business venture that provides profits and management fees to provide unrestricted resources for Families in Transition's mission. Assists in the sustainability of the organization and is the entry point for in-kind donors who become volunteers and eventually provide financial support the organization through financial donations.
  3. Wilson Street Condo Association, 2018. Development of housing and commercial real estate, \$3.9M. A project that houses a collaborative effort amongst four not-for profit organizations with a focus on a substance use disorder. Provides property management and developer fees to assist

- New Hampshire Business Review's, Outstanding Women in Business, 2011
- Key to The City of Manchester by Mayor Robert Baines, 2005
- National Association of Social Workers, Citizen of the Year, 2005
- NH Business Review's Business Excellence Award, 2004
- Walter J. Dunfey Award for Excellence in Management; Organizational Award, 2004
- NH Commission on the Status of Women – Women's Recognition Award, 2003
- New Hampshire Housing Finance Authority, Best Practices in Housing Development, 2003

in organization's sustainability.

4. Antoinette Hill Condo Association, 2019. Purchase of housing units, \$1.6M. Provides property management and developer fees to assist in organization's sustainability.
5. Hope House, 2018. With a majority of gifts from two individuals, developed and implemented first shelter for families in the lakes region. The facility includes a commercial rental component of cell antennae and business rental income utilized to assist with the organizations sustainability.

**November 1987 – March 1991**

**Child Protective Service Worker II**

**Portsmouth, NH**

**State of New Hampshire, Division for Children and Youth Services**

#### **Professional Expertise**

**Bachelor of Science University of New Hampshire, 1987**

**Masters of Arts Community Development Policy and Practice, University of New Hampshire, 2021**

#### **References**

**Available Upon Request**

Claire H. Gagnon, CPA



## Experience

### **Easterseals New Hampshire**

Manchester, NH

#### **Senior Vice President/Controller**

**June 2007 – Current**

- Supervise Senior level Accounting and Payroll staff and departments.
- Manage all accounting functions while ensuring the practice of net asset accounting in a multi-corporate multi-state growing environment.
- Serve as a member of the Senior Management team and participate in strategic planning for the organization.
- Serve as the management liaison to the board and audit committees, assisting the CFO as needed; effectively communicate and present critical financial matters at select board of trustees and committee meetings.
- Establish systems to ensure compliance with the requirements of: GAAP, Circular A-133, Federal and State agencies.
- Oversee preparation of all internal financial reporting to ensure accuracy, timeliness, and relevance.
- Oversee budget planning process, projections and variance analysis.
- Ensure the preparation of all required external reports for all entities ie; IRS form 990's.
- Oversee grants reporting functions.
- Oversee internal controls to include checks and balances, system testing, and procedure documentation and compliance with GAAP and other applicable standards.
- Oversee cash management system to include daily short-term investing and borrowing and cash flow forecasts.
- Perform financial analysis to include assessments for new projects and program initiatives.
- Explore and implement best practices and bench marking tools for related business functions.

### **ShootingStar Broadcasting of NE, LLC**

Derry, NH

#### **Director of Finance**

**September 2005 – February 2007**

- Manage monthly financial statements and General Ledger Closing process. Includes reporting to outside sources; i.e., lenders and investors.
- Manage accounting staff and all aspects of accounting and business office.
- Prepare and/or review cash activity reports used in cash management on a weekly basis.
- Prepare departmental budgets and forecasts. Revise forecasts quarterly to monitor station's financial position.
- Manage Human Resource function for up to 60 employees, including managing union contractual obligations.
- Supervise credit and collection procedures for accounts receivable.
- Manage insurance and other vendor-related issues. Successfully replaced both employee benefits provider as well as 401(k) administrators.
- Manage FCC compliance requirements.
- Manage barter activity and activity reporting.

**Claire H. Gagnon, CPA**  
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**Daniel Webster Council, Boy Scouts of America, Inc.**  
Manchester, NH

**Controller**

**1997 – September 2005**

- Produce all monthly financial reports and monitor Council's financial position.
- Plan, develop and monitor the annual budget.
- Prepare all financial schedules for annual audit and assist with necessary tax filings.
- Participate and advise on the Investment Committee of the Council as well as prepare reports on a quarterly basis summarizing the activity in the \$13M endowment.
- Member of Management Team which is responsible for the administration of policies and procedures of the corporation.
- Prepare all payroll returns and year-end reports.
- Manage accounting staff and oversee accounts payables and receivables.
- Administer benefit programs including but not limited to 403(b) and insurance programs for over 40 employees.
- Serve Council in other capacities on various committees with business leaders in the community.

**Lynne M. Hudson, PC**  
Andover, MA

**Manager**

**1994 – 1997**

- Supervise Audit, Reviews and Compilations.
- Prepare and review corporate, personal, fiduciary and payroll tax returns.
- Perform year-end inventory audits on Manufacturing companies.
- Serve as liaison for audits between IRS and Business, as well as personal clients.
- Perform year-end tax projections, tax planning and Management Advisory Services.
- Hire, train, Staff Development and Performance reviews.

**Creelman & Smith**  
Boston, MA

**Senior Accountant**

**1992 – 1994**

- Preparation of Corporate, Personal and Non-Profit tax returns.

**Smith Batchelder & Rugg**  
Manchester, NH

**Senior Accountant**

**1988 - 1992**

- Preparation of Corporate, Personal and Non-Profit tax returns.
- Staff auditor for various companies including financial, service and manufacturing industries.

**Volunteer**

Board Treasurer, New Hampshire Legal Assistance  
Member 100 Women Who Care  
Tax Preparer AARP  
Graduate Leadership Greater Manchester 2019

**2014-2018**

**Education**

Plymouth State College, B.S. Accounting, May 1987  
CPA Certified 1991  
Granite State College, Leadership Academy, September 2015

# LISABRITT SOLSKY, JD, CHIE

Trusted public sector executive leader specializing in healthcare, equity and the intersectional holistic health needs of individuals and families. Expertise in program design, implementation, and oversight. Recognized for process improvement and operational effectiveness within financially constrained enterprises. Data-driven decision maker skilled in relationship building. Valued for building dynamic and loyal teams that achieve superior, collaborative results for constituencies. Best suited for mission driven organizations.

## EXPERTISE

- Strong New Hampshire public sector relationships
- Organizational strategy
- Policy development
- Government regulation & compliance
- Managed Care Operations
- Deep Medicaid service, eligibility and finance knowledge
- Government affairs
- State budgeting

## EXPERIENCE

### JUNE 2020-PRESENT

#### VICE PRESIDENT OF STRATEGY AND CORPORATE DEVELOPMENT, GRANITE STATE INDEPENDENT LIVING

Reporting to the CEO and responsible for creating multi-faceted roadmap for non-profit modernity and sustainability at the state's only Center for Independent Living that provides comprehensive services to individuals who experience disability. Portfolio includes strategic business development, advocacy, fundraising, events, donor management and communications. ACCOMPLISHMENTS: Procured multiple grants in first several months of tenure totaling \$100k; Oversaw acquisition of new business enterprise; Managed 2 website overhauls and redesigns; Supported other departments in collecting, analyzing and using data to drive decisions; Secured place in Business Development Learning Collaborative through NCIL; Wrote corporate COVID-19 policy; Assumed responsibility for corporate weekly newsletter making it a relevant, informative source of information and corporate communication.

### MARCH 2015 – SEPTEMBER 2019

#### EXECUTIVE DIRECTOR, WELL SENSE HEALTH PLAN

Reporting to the CEO, this role is the most senior position on the ground, leading day-to-day operations of the state's largest and only not-for-profit Medicaid managed care organization. Maintained corporate relationships with government, regulators, thought leaders, legislators, community organizations, vendors and healthcare providers and systems. Set and implemented health plan strategy consistent with corporate financial and performance goals. Served on corporate executive team with chiefs. Led office of 65 employees across clinical, provider, operations, compliance and customer care domains.

ACCOMPLISHMENTS: Co-led successful drafting and submission of bid for second five-year, \$400M contract; established strategic partnerships with Families In Transition/New Horizons; advised legislative commission that reauthorized Medicaid adult expansion; rated a Best

Company to Work For by Business NH Magazine 2017 and 2018, and number one female led not-for-profit by Business NH Magazine 2016.

**MARCH 2000 – FEBRUARY 2015**

**DEPUTY MEDICAID DIRECTOR, NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

Served for seven years as Deputy Medicaid Director managing a portfolio that included managed care operations, data & analytics, health planning & research, State Plan & policy, government affairs, provider relations, member services and Children's Health Insurance Program (CHIP). Led team of 8-9 direct reports and supported Medicaid Director and Commissioner.

For eight years prior, served as General Counsel and Administrator in Division of Family Assistance, Estate Recovery, Office of Reimbursements and Administrative Rules Unit, providing policy support for programs of public assistance, managing an active probate and trust practice, and overseeing adoption of all departmental regulations.

**ACCOMPLISHMENTS:** successfully transformed the CHIP program to an MCHIP, saving the state millions of dollars while simultaneously expanding the breadth and depth of coverage for low-income children, launched the state's first mandatory Medicaid managed care program, oversaw publication of scholarly research on the health of New Hampshire's most vulnerable citizens.

**1997 – 2000**

**STAFF ATTORNEY, MERRIMACK VALLEY LEGAL SERVICES**

**1996 – 1997**

**LEGAL ADVOCATE & VOLUNTEER COORDINATOR, DOVE, INC.**

## **EDUCATION**

**JURIS DOCTOR, UNIVERSITY OF THE DISTRICT OF COLUMBIA, DAVID A. CLARKE SCHOOL OF LAW**

One of the nation's only public interest law schools and an HBCU.

**BACHELOR OF ARTS, UNIVERSITY OF MASSACHUSETTS, AMHERST**

Major in English, minor in Women's Studies. Participated in National Student Exchange Program. Lived and worked in fully functioning co-operative dormitory; served on dorm house council for 3 semesters.

## **DISTINCTIONS**

Member Massachusetts Bar Association (retired)

Member New Hampshire Bar Association (inactive)

Earned America's Health Insurance Plans Certified Health Insurance Executive credential (2016)

Business NH Magazine Top Woman-Led Business recognition (2016)

Business NH Magazine Best Company to Work For (2017 & 2018)

Business and Industry Association "Above and Beyond Award" recipient (2011)

Manchester Union Leader 40 Under Forty honoree (2010)

Leadership New Hampshire (2008)

## **CIVIC ENGAGEMENT**

Member New Hampshire Governor's Interagency Council on Homelessness (2018-2021)  
Board of Directors, New Hampshire Public Health Association (2020 to present)  
NH COVID-19 Equity Task Force (2020-present) led "Justice Involved" Workgroup promoting  
needs/interests of incarcerated people vis-à-vis COVID-19  
Board of Directors, NH Women's Foundation F/K/A Women's Initiative (2010 – 2015)  
Leadership NH Selection Committee (2014 – 2018) .  
NH Bar Association Lawyer & Judge In Every School (2006, 2007)

# CATHY KUHN, PHD

## STRATEGIST | COMMUNITY RELATIONS | NONPROFIT MANAGEMENT

Agile, innovative leader with a proven record of accomplishments, creating long-standing trust and respect from executives, staff, key stakeholders, and media. Results-oriented professional with a natural ability to motivate others to achieve desired outcomes. Knowledgeable and articulate advocate with a proven track record of results

### *Signature Achievements & Competencies*

- Doubled budget of the Metropolitan Housing Coalition in one year with private foundation grants and contracts.
- Managed over \$4 million in local, federal and state funding sources at Families in Transition. Secured over \$400,000 in private foundation grants in 2019, over \$500,000 in private foundation grants in 2018, as well as a new federal grant for \$1.5 million over five years.
- Provided strategic direction for all agency activities including Emergency Shelter and Housing Services, Research and Evaluation, Marketing and Communications, Resource Development, Grants Management, Property Management and Housing Development.
- Served as subject matter expert on the issue of homelessness across the state of New Hampshire. Currently serve as subject matter expert for TV, radio and print media on a range of issues related to safe and affordable housing in Louisville, KY.
- Develop and foster strong relationships with city, state, federal and corporate partners.
- Served as the Chairperson of the NH Governor's Interagency Council of Homelessness, appointed by Governor Hassan and Governor Sununu.

## PROFESSIONAL HIGHLIGHTS

### EXECUTIVE DIRECTOR

Metropolitan Housing Coalition Louisville, KY | October 2020 - Present

- Responsible for all aspects of agency operations including board development and engagement, financial management and forecasting; fundraising; strategic planning; communications and marketing; outcomes and evaluation.
- Leader in advocacy regarding all aspects of affordable housing including fair housing; vacant and abandoned properties; land development code reform; utility insecurity.
- Led successful application for national affordable housing learning collaborative. Louisville was 1 in 8 cities selected for participation in the Housing Solutions Collaborative in partnership with over 10 local organizations.
- Received \$120,000 research grant to investigate interventions to reduce the high rate of evictions in Louisville.
- Serve as local expert on issues related to affordable housing, participating on dozens of local housing committees and panels, as well as key spokesperson for TV, print, and radio media.

CATHY KUHN, PhD

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PROFESSIONAL HIGHLIGHTS - CONTINUED

HOUSING DEVELOPMENT CONSULTANT

Easter Seals NH, VT and ME | January-July 2021

- Provide consultation to Easter Seals NH on acquisition of new permanent supportive housing projects for people experiencing homelessness in New Hampshire.
- Provide assistance to Easter Seals NH on the development of new affordable housing in Northern New England.
- Provide consultation to Easter Seals NH on Property Management processes and funding compliance.

PROFESSIONAL HIGHLIGHTS - CONTINUED

CHIEF STRATEGY OFFICER/INTERIM TEAM EXECUTIVE DIRECTOR

Families in Transition Manchester, NH | Oct 2019-June 2020

VP, Research and Training (2009-2019) Director, Housing Development (2007-2008)

- Appointed Interim Team Leader after departure of agency founder in October 2019. Assigned supervisory responsibilities for staff and departments formerly supervised by the former President including Property Maintenance and Housing Development, Resource Development, and Marketing and Communications.
- Led the agency through the COVID-19 pandemic, successfully and immediately standing up the city's only decompression and quarantine site for people experiencing homelessness. Ensured a safe working environment for all staff and a safe living environment for over 500+ people per night.
- Core member of senior management team providing strategic direction and operational management for organization with \$13M budget and 200+ staff, operating programs in four cities and towns in New Hampshire.
- Provided strategic direction for Emergency Shelter and Housing Intake, Research and Evaluation, Marketing and Communications, Resource Development, Grants Management, Property Management and Housing Development.
- Acted as agency spokesperson.
- Led fundraising, construction and programmatic development of new emergency shelters and permanent supportive housing programs across New Hampshire.
- Acted as the direct supervision to 11 staff at all levels ranging from senior management, mid-management, frontline, administration and 1 VISTA (Volunteer in Service to America).
- Provided strategic guidance in the merger of the organization with another large nonprofit and provided oversight for the rebranding process.
- Successfully started Housing Benefits, an independent Community Housing Development Organization (CHDO) and ensured compliance with 501c3 and CHDO requirements.
- Managed the maintenance and administration of existing and new housing projects.
- Led agency evaluation efforts on existing programs and services to ensure fidelity with evidence-based models.
- Led high quality training and educational forums for both staff and citizens on existing research regarding homelessness and the provision of evidence based practices.

**CATHY KUHN, PHD**

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**PROFESSIONAL HIGHLIGHTS - CONTINUED**

**DIRECTOR**

**New Hampshire Coalition to End Homelessness | 2012-2020**

- Established, developed and managed agency Board of Directors.
- Led statewide advocacy activities in the response to COVID-19 highlighting the need for shelter decompression, isolation and quarantine locations, testing, and PPEs for staff and people experiencing homelessness in NH.
- Served as subject matter expert on the issue of homelessness across the state.
- Developed and authored annual report on the State of Homelessness in New Hampshire.
- Management of all programmatic and financial affairs of the agency including strategic planning and implementation of new programming.
- Created and implemented the Granite Leaders Program, a six month leadership training program for people with histories of homelessness interested in leadership opportunities in their communities.
- Provided trainings on trauma informed services and other best practices in service provision for people experiencing homelessness.
- Researched and authored Community Analyses of Housing and Homelessness, Wakefield, NH. 2018
- Developed and implemented marketing strategies and public awareness activities.
- Identified and led statewide collaborations and innovations in homeless services, including the establishment of the NH Homeless Advocate Leader Collaborative.
- Served as the Chairperson of the NH Governor's Interagency Council of Homelessness, appointed under Governor Hassan and Governor Sununu.
- Led state and local advocacy efforts including public testimony at legislative hearings.
- Founded Research Program Facilitating Research on Homelessness with faculty and students in institutions of higher learning across NH.

**PROFESSIONAL HIGHLIGHTS - CONTINUED**

**ADJUNCT PROFESSOR**

**St Anselm College, Southern New Hampshire University, New Hampshire Technical Institute  
Manchester and Concord, NH | 2006 – Present**

- Courses taught include: Social and Professional Issues in Human Services; Introduction to Sociology; Poverty and Social Welfare Policy; Sociology of Gender; Social Stratification; Race and Ethnicity; Family and Society.
- Consistently receive high evaluations from students of all backgrounds and abilities.

**Additional Achievements, Education & Board Service, Continued Page 3**

**PROFESSIONAL HIGHLIGHTS - CONTINUED**

**UNITED STATES PEACE CORPS VOLUNTEER  
PANAMA | 1997-1999**

- Environmental Education Instructor, Grades K-5.

CATHY KUHN, PhD

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**EDUCATION & PROFESSIONAL DEVELOPMENT**

Ph.D. Sociology/Urban Studies, July 2006  
Michigan State University

Master of Science, Resource Development/Urban Studies, May 2001  
Michigan State University

Bachelor of Science, *cum laude*, Environmental Studies, May 1995  
Rollins College, Winter Park, FL

**BOARD LEADERSHIP & PROFESSIONAL ACHIEVEMENTS**

Co-Author of Chapter in Forthcoming Book. Oxford University Press comprehensive, interdisciplinary volume on hope. "Hope and Homelessness." with Therese Seibert, PhD | May 2021-Present.

*Awardee, 2020 Home Matters in NH Award for Affordable Housing and Ending Homelessness Advocacy in NH.*  
December 16, 2020.

*Chair, NH Governor's Interagency Council on Homelessness* | 2016 – August 2020.

*Vice Chair, Manchester Continuum of Care* | 2017-August 2020.

*Governing Council Member, Housing Action New Hampshire* | 2016– August 2020.

*Member, Housing and Community Development Planning Committee* | 2018-August 2020.  
*New Hampshire Housing and Finance Authority*

*Board Member, Concord Coalition to End Homelessness* | 2014-2016

*Graduate, Leadership New Hampshire* | Class of 2019

*Awardee, NH Union Leader 40 Under Forty* | Class of 2012  
Recognizing young leaders making a difference in the state.

*Interviewee, Movers & Shakers iHeartRADIO Show* | June 2020  
A series of interviews of leaders from all over the country

*Guest on NHPR's The Exchange Radio Show* | 2013, 2014, 2015, 2016 and 2019.

*Guest on KY Radio Alliance Show* | 2021

CATHY KUHN, PhD

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BOARD LEADERSHIP & PROFESSIONAL ACHIEVEMENTS, CONTINUED

Guest on Louisville Public Meida's *In Conversation* Radio Show | September 2021

*Subject Matter Expert*

Appearance in TV and print media sources including  
WMUR, NH1, Union Leader, Seacoast Online, HIPPO, Manchester Ink Link,  
NH Business Review, Laconia Daily Sun, Christian Science Monitor, AP, Courier Journal, Louisville Public Media, Spectrum  
News, etc.de

**Tina M. Sharby, PHR**  
Easter Seals New Hampshire, Inc.  
555 Auburn Street  
Manchester, NH 03103

Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

**Areas of expertise include:**

Strong analytical and organizational skills  
Ability to manage multiple tasks simultaneously  
Employment Law and Regulation Compliance  
Strategic management, mergers and acquisitions

Problem solving and complaint resolution  
Policy development and implementation  
Compensation and benefits administration

**PROFESSIONAL EXPERIENCE**

**Chief Human Resources Officer 2012-Present**

**Senior Vice President Human Resources**  
**Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center**  
**1998-2012**

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for-profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

**Human Resources Director**  
**Moore Center Services, Inc., Manchester, NH**  
**1986-1998**

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

## **EDUCATION**

Bachelor of Science Degree, Keene State College, 1986  
Minor in Human Resources and Safety Management  
MS Organizational Leadership, Southern NH University (in process)

## **ORGANIZATIONS**

Manchester Area Human Resource Association  
Diversity Chair 2010  
Society for Human Resource Management  
BIA Human Resources  
Health Care & Workforce Development Committee 2009, 2010

## Peter C. Hastings

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### C-LEVEL INFORMATION TECHNOLOGY EXECUTIVE

*With 30 years of IT Experience and Track record of Success Delivering Results-Driven Technology Solutions*

#### Career Profile

Results-driven IT Executive with expertise envisioning and leading technology-based, multi-million-dollar budget initiatives, grounded solidly on business and economic value. Proven track record management career, marked by demonstrated ability to build performance-driven teams and achieve cross-functional business objectives. A valued member of senior executive teams, contributing a seasoned road-based perspective to create practical IT strategies and implementing plans designed for maximum return at the lowest cost.

#### Core areas of expertise include:

➤ IT Strategy and Execution	➤ Global ERP Implementations	➤ Organization Design & Restructuring
➤ Time and Resource Optimization	➤ Process Improvement	➤ Team Building & Leadership
➤ Enterprise IT Systems	➤ Information Architecture	➤ New Product & Technology Launch
➤ Project and Program Management	➤ Corporate Mission Fulfillment	➤ Multi-Million Dollar Budget Management
➤ PMO Management	➤ Cyber Security leadership	➤ Vendor & Contract Negotiations
➤ Matrix Management	➤ Global Management	➤ Innovation leadership
➤ Merger & Acquisitions	➤ Disaster Recovery	➤ Homeland Security
➤ Private Sector	➤ Change Management	➤ Public Policy
➤ Higher Education Sector	➤ Non – Profit Sector	➤ State Government Sector

#### Selected value-offered Highlights

- Making Cyber Security a critical priority; Demonstrating that Cybersecurity needs to be a top priority of every organization through examples. Then creating policy and awareness training to ensure the security of all environments by each.
- Driving force to standardized Software configuration Management Enterprise-Wide; drove innovation in the State of New Hampshire by standardizing software development processes across the enterprise, utilizing a centralized software configuration management tool. Oversaw an enterprise migration from individual servers to a virtual enterprise environment containing over 300 servers saving both money and staff hours.
- Led team to standardize a hybrid ERP implementation process for global deployment; produced an Oracle ERP implementation methodology that utilized internal personnel instead of consultants saving the company over 20 million dollars in 6 years. This process streamlined the project schedule from 12 months to 21 weeks per manufacturing facility. This methodology was executed in 24 countries over 24 months, resulting in the conversion of 108 manufacturing facilities to a common ERP platform.

### PROFESSIONAL EXPERIENCE

**Easterseals - Manchester, NH**

**November 2021 – Present**

**Chief Information Officer / Information Security Officer**

Leading information technology functions of the organization, serving as an integral partner and member of the Senior Management team. Guiding Information Technology strategy to support and strengthen Easter Seals. Implementing the current information security initiatives throughout the agency while planning for changes in a defensive and offensive posture to meet future threats.

**Merrimack College – No. Andover MA**

**July 2015 – November 2021**

**Associate Vice President/CIO**

Part of the Senior Leadership Team to provide vision, leadership, strategic planning, increase customer service, bringing credibility to IT, drive critical change in technology to meet the mission and strategic plan of Merrimack College. To ensure that the college's technology infrastructure is being maintained, protected and provides the functional tools for the college's mission of higher education. To provide fiscal leadership in developing an IT budget based on the approved plan and responsible infrastructure goals in supporting the higher education needs of the college. Support institution initiatives such as Mobile Merrimack that supports thousands of iPads for teaching in the classrooms.

**STATE OF NEW HAMPSHIRE - Concord, New Hampshire**  
**Commissioner/CIO Department of Information Technology**  
**Acting Commissioner/CIO Department of Information Technology**  
**Interim Commissioner/CIO Department of Information Technology**

**March 2007 to August 2014**  
**June 5, 2013, to August 2014**  
**October 17, 2012, to June 5, 2013**  
**April 2010 to February 2011**

Reported to the Governor of the State of New Hampshire - managed the Department of Information Technology (DoIT), an agency which has a staff of over 350 and an annual budget that exceeds 60 million dollars. DoIT is responsible for all IT support for the State's 65 agencies and over 10,000 full-time employees, including cybersecurity, desktops, servers, applications, networks and providing services to the over 1.3M citizens of the State.

**Director of Agency Software Division**

**March 2008 – June 2013**

Reported to the CIO of the State of New Hampshire - managed the Agency Software Division (ASD) in 20 of the State's largest agencies overseeing the efforts of over 160 staff. Engaged Agency Commissioners and senior management in the development of tactical and strategic plans, reporting, budgets, problem resolutions, and promoted DoIT best practices, policies, standards and procedures.

**Agency IT Leader (Department of Safety)**

**March 2007 – March 2008**

Reported to the Director of the Agency Software Division - managed the IT organization responsible for the software development, production and maintenance of all software applications for the State of New Hampshire's Department of Safety. The Department of Safety encompasses the State Police, Highway Patrol, Bureau of Emergency Management and Department of Motor Vehicle.

**VECTRON INTERNATIONAL CORP - Hudson, NH**

**July 2005 – February 2007**

**Director of Global IT**

Reported to the CFO - responsibilities encompassed managing the \$10 million IT budget, 4 direct and 13 indirect reports providing global support for continuous operations for ERP, LAN/WAN, infrastructure, telecommunications, and end-user computing environment. □

**SANMINA-SCI Corp - Salem, NH**

**April 1996 – January 2005**

**Sr. Director of Global EMS Services**

**January 2003 – January 2005**

Managed a direct staff of 10 and was responsible for the planning, master scheduling and managing the migrating of 108 global manufacturing facilities to the Oracle 11i ERP System.

**Sr. Director of Mergers & Acquisitions, Administration**

**November 2001 – January 2003**

Managed a direct staff of 7 and was responsible for creating, developing and managing the M&A administration team while managing the IT \$35M budget.

**Sr. Director of Global Applications**

**April 2000 – November 2001**

Managed a direct staff of 25 and worked closely with other Directors to understand their business requirements and issues to translate them into technical deliverables for the application group.

**Director of Americas Field IT**

**April 1996 – April 2000**

Managed a direct staff of 30 and was responsible for supporting 65 manufacturing facilities throughout North American and for supporting all aspects regarding telecommunications and business systems in the Eastern division of the company.

### Education and Credentials

Merrimack College: Master's of Science in Management - MSM  
 Rivier University: Awarded a BA in Individualized Studies - Summa Cum Laude  
 Northern Essex Community College: Awarded an Associates in Electronic Technologies - Cum Laude

### Military

United States Army, Honorable Discharge

#### Affiliations

Sigma Iota Epsilon (SIE)  
 National Organization of State CIOs' (NASCIO)  
 Multi-State Information Sharing & Analysis Center (MS-ISAC)  
 National Association of Insurance Commissioners (NAIC)  
 State of New Hampshire Town Clerks Association

#### Interests

Family  
 Chess  
 Outdoor Activities  
 Theater  
 Music  
 Building



Pivoting, adapting, out of the box thinking, strategizing, forward thinking, are all things I have been doing long before the pandemic.

**SKILLS**

- DONOR RELATIONS EXPERT
- BOARD DEVELOPMENT
- NONPROFIT LEADERSHIP
- STRATEGIC THINKER

**EXPERIENCE AT  
NH COMMUNITY LOAN FUND**

**Director of Donor Relations**

**2021- Present**

In November of 2021 I took the position of Director of Donor Relations. It was a position that the organization created for me. The NH Community Loan Fund did not have major gifts, corporate giving or volunteer focused programs. They knew how essential these three programs were to the growth of their development and fundraising goals.

Over the last seven months, I have established the outline and foundation to these programs. I also have hired a Philanthropy Officer to help elevate the relationship building with the existing donors, as well as identifying ways to gain new donors. We have created a portfolio concept for the fundraising team, as well as established a forecasting structure in the CRM, Salesforce, to have a better plan of action to execute how to exceed our annual goals.

**EXPERIENCE AT  
FAMILIES IN TRANSITION**

**Chief Development Officer/VP of Resource Dev.**

**2019- 2021**

In January of 2019 I took the position of Vice President, Resource Development. This opportunity came when Families in Transition and New Horizons merged. The goal given to me was to create one unified development team of eight full time staff members, along with a one fundraising development plan that would have the newly defined team to meet our goal of raising \$1.75 million in private funding. This goal was an increase from the previous year's goal of \$800,000. We hit our goal in year one, then set our 2020 fundraising goal to raise \$1.85 million which we surpassed, hitting the \$3 million. This was a huge accomplishment in the midst of a huge leadership change, our Founder and President leaving, and pivoting our fundraising efforts that were very much impacted by the pandemic. It took a team to pull off what we did and I am so proud of how hard they all worked, while navigating their own transitions in their personal lives.

In addition, the agency had also invested in a new CRM software, Salesforce, which I took the project management lead on. With consultants, we created a CRM that aligned with the agency needs, as well as the needs of the newly merged fundraising department. Project managing was something I had never really done before, but found it to be a great project! A lot of work, but well worth it to see the investment and return on the investments in year two of having the software. Prior to leaving the organization in 2021, I had been promoted to Chief Development Officer.

**Director of Resource Development**

**2016-2019**

**EDUCATION**

**Southern New Hampshire  
University**

Masters of Science Marketing

**Southern New Hampshire  
University**

Bachelor's Degree Business Administration  
and Management

**Southern New Hampshire  
University**

Leadership of Nonprofit Organizations,  
Graduate Certificate

**NHTI, Concord**

Associates, Criminal Justice

When promoted to the Director level I was tasked with creating new donor initiatives and worked closely with a Task Force that included members of our board of directors and other key stakeholders to see it through. During this time, my focus was really on systems, stewardship and cultivation efforts. Growing our volunteers into donors, and our donors into major investors. My goal was to show them the impact they had on those in their own community and know that they could be part of the solution. It was a lot of work over those three years, but well worth it as we have created relationships with our donors who have become lifelong supporters of the work we do.

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## Donor Relations Manager

**2011-2016**

When promoted to this new Management position, I had oversight of the FIT VISTA Program which had a reach across a variety of nonprofits across New Hampshire. When FIT first took over the program, we worked with 16 VISTA members and ten nonprofits. During this time, FIT was asked to take over a VISTA Program that was going to close. We saw too much value in the VISTA Program and quickly said yes to the merger. We doubled the number of members to 32, and also doubled the number of nonprofits we worked with across the state, no longer just in Manchester. My main focus was to build the moral backup of those that were displaced, but also bring the two groups together to be a unified group. It took a lot of work, we the group came together and became one of the most well respected VISTA Programs in New England.

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## Volunteer & In Kind Coordinator

**2008-2011**

Hired as the Coordinator of Volunteers & In Kind Donations, I created a structured system and process for both programs. The agency was just starting out with a volunteer program. Over the course of these three years, I worked on getting buyin from other departments to take on volunteers as resources. I also worked really hard on bringing new volunteers in and watching their relationship grow with nurture to become advocates, supporters and some staff. I also created a robust Internship program for our clinical department, which is still running strong today. .

During this time we also acquired the Manchester VISTA Program from the City of Manchester. This gave me the oversight of 16 AmeriCorps VISTA Members supporting Manchester based nonprofits.

## Susan L. Silsby

### SUMMARY OF QUALIFICATIONS

- Over 25 years of experience in the non-profit industry
- Successful track record in program operations across multiple states
- Strong leadership and managerial skills
- Solid fiscal management ability
- Exceptional customer service skills
- Professional, organized and highly motivated

### EDUCATION

University System of New Hampshire Plymouth, New Hampshire  
BA in Psychology

Varsity Swimming & Diving, Varsity Field Hockey, Delta Zeta National Sorority

### PROFESSIONAL EXPERIENCE

1988- Present EASTER SEALS NEW HAMPSHIRE

Senior Vice President of Program Services

Plan, develop, implement and monitor program services for adults throughout New Hampshire.

Manage all aspects of operations related to the delivery services including program development, financial management and personnel management.

Analyze trends in referrals, service delivery and funding to develop and implement strategic plans that increase the market share, enhance financial viability and improve public relations.

Report on administrative, financial, and programmatic outcomes.

Initiate and maintain contact with local and state agency representatives, at all levels, to promote Easter Seals services and develop new program opportunities.

Establish and maintain effective and positive relationships with public and private agencies, referring agencies, parents, funders, and community representatives to ensure customer satisfaction and solicit increased referrals

Other positions held: Vice President of Community Based Services, Director of Vocational Services, Direct Support Professional

**EASTER SEALS NEW HAMPSHIRE, INC.**Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maureen Beauregard	President & CEO	\$340,000.00	0%	\$0
Claire Gagnon	CFO	\$200,000.00	0%	\$0
Lisabritt Solsky Stevens	CGRCO	\$175,100.00	0%	\$0
Catherine Kuhn	COO	\$175,100.00	0%	\$0
Tina Sharby	CHRO	\$195,052.00	0%	\$0
Peter Hastings	CIO	\$190,550.00	0%	\$0
Pamela Hawkes	CDO	\$170,000.00	0%	\$0
Susan Silsby	EVP	\$190,550.00	0%	\$0

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

Lori A. Shiblette  
Commissioner

Melissa A. Hardy  
Director

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-5034 1-800-852-3345 Ext. 5034  
FAX: 603-271-5166 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

June 8, 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 contracts with the Contractors listed below in an amount not to exceed \$11,347,242.44 for the provision of home health services, with the option to renew for up to four (4) additional years, effective July 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 58.8% Federal Funds. 41.2% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Androscoggin Valley Home Care Services (Berlin, NH)	157347	Coos County	\$1,237,380.44
Area HomeCare Family Services, Inc. (Portsmouth, NH)	166931	Rockingham County	\$2,621,184
Easter Seals New Hampshire, Inc. (Manchester, NH)	177204	Hillsborough (Manchester, Milford, Nashua) and Strafford Counties	\$1,537,704
Lakes Region Community Services Council (Laconia, NH)	177251	Belknap, Grafton and Sullivan Counties	\$1,319,856
Visiting Nurse Home Care & Hospice of Carroll County (North Conway, NH)	225191	Carroll County	\$295,600
VNA at HCS, Inc. (Keene, NH)	177274	Cheshire County	\$1,462,584
Waypoint (Manchester, NH)	177166	Hillsborough and Merrimack Counties	\$2,872,934
		<b>Total:</b>	<b>\$11,347,242.44</b>

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

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**

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

Approximately 6,226 individuals will be served during State Fiscal Years 2023 and 2024.

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

In-Home Health Aide Services provide assistance with managing individual personal care needs, including bathing and grooming.

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

The 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 March 22, 2022 through April 26, 2022. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

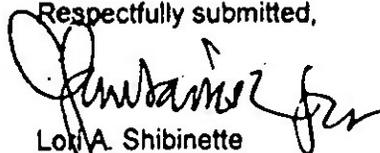
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties,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

Should the Governor and Council not authorize this request, older, isolated and frail adults, age 60 and older, and adults between the ages of 18 and 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; 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

**Division of Finance and Procurement  
Bureau of Contracts and Procurement  
Scoring Sheet**

Project ID # RFA-2023-BEAS-06-HOMEH

Project Title Home Health Services

	Maximum Points Available	Androskoggin Valley (AV) Home Care	Area HomeCare & Family Services, Inc	Easterseals - Hillsborough	Easterseals - Strafford	Home Healthcare, Hospice and Community Services	Lakes Region Community Services - Belknap	Lakes Region Community Services - Grafton	Lakes Region Community Services - Sullivan	Visiting Nurse Home Care & Hospice	Waypoint-Hillsborough	Waypoint-Merrimack
<b>Technical</b>												
Experience Q1	30	26	25	26	26	29	21	21	21	23	30	30
Capacity Q2	25	24	20	21	21	23	17	17	17	17	25	25
Ability Q3	35	33	34	31	31	22	15	15	15	10	34	34
Staffing Q4	10	8	10	9	9	9	9	9	9	8	10	10
<b>TOTAL POINTS</b>	<b>100</b>	<b>91</b>	<b>89</b>	<b>87</b>	<b>87</b>	<b>83</b>	<b>62</b>	<b>62</b>	<b>62</b>	<b>58</b>	<b>99</b>	<b>99</b>

**Reviewer Name**

**Title**

- |   |                |   |
|---|----------------|---|
| 1 | Shawn Martin   | Finance Administrator                   |
| 2 | Kathleen Gray  | Bureau of Family Centered Support Staff |
| 3 | Thom O'Connor  | BEAS Program Administrator              |
| 4 | Alyssa Voisine | Program Planning & Review Specialist    |

Androscoggin Valley Home Care Services

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 103,890.22
2024	540-500382	SS Contracts	multiple	\$ 103,890.22
		Subtotal		\$ 207,780.44

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

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 514,800.00
2024	543-500385	Adult In Home Care	multiple	\$ 514,800.00
		Subtotal		\$ 1,029,600.00
		Grand Total		\$ 1,237,380.44

Area HomeCare Family Services, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 70,584.00
2024	540-500382	SS Contracts	multiple	\$ 70,584.00
		Subtotal		\$ 141,168.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 1,240,008.00
2024	543-500385	Adult In Home Care	multiple	\$ 1,240,008.00
		Subtotal		\$ 2,480,016.00
		Grand Total		\$ 2,621,184.00

Easter Seals New Hampshire, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 66,516.00
2024	540-500382	SS Contracts	multiple	\$ 66,516.00
		Subtotal		\$ 133,032.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 702,336.00
2024	543-500385	Adult In Home Care	multiple	\$ 702,336.00
		Subtotal		\$ 1,404,672.00
		Grand Total		\$ 1,537,704.00

Lakes Region Community Services Council

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 90,456.00
2024	540-500382	SS Contracts	multiple	\$ 90,456.00
		Subtotal		\$ 180,912.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 569,472.00
2024	543-500385	Adult In Home Care	multiple	\$ 569,472.00
		Subtotal		\$ 1,138,944.00
		Grand Total		\$ 1,319,856.00

Visiting Nurse Home Care Hospice of Carroll County

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 39,800.00
2024	540-500382	SS Contracts	multiple	\$ 39,800.00
		Subtotal		\$ 79,600.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 108,000.00
2024	543-500385	Adult In Home Care	multiple	\$ 108,000.00
		Subtotal		\$ 216,000.00
		Grand Total		\$ 295,600.00

VNA at HCS, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 16,548.00
2024	540-500382	SS Contracts	multiple	\$ 16,548.00
		Subtotal		\$ 33,096.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 714,744.00
2024	543-500385	Adult In Home Care	multiple	\$ 714,744.00
		Subtotal		\$ 1,429,488.00
		Grand Total		\$ 1,462,584.00

Waypoint

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 239,515.00
2024	540-500382	SS Contracts	multiple	\$ 239,515.00
		Subtotal		\$ 479,030.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 1,196,952.00
2024	543-500385	Adult In Home Care	multiple	\$ 1,196,952.00
		Subtotal		\$ 2,393,904.00
		Grand Total		\$ 2,872,934.00

Subject: Home Health Services (RFA-2023-BEAS-06-HOMEH-03)

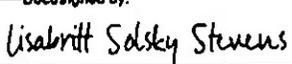
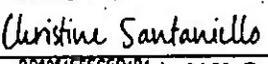
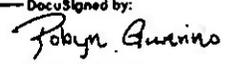
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Easter Seals New Hampshire, Inc.		1.4 Contractor Address 555 Auburn Street Manchester, NH 03103	
1.5 Contractor Phone Number 603-621-3510	1.6 Account Number 05-95-48-481010-7872; 05-95-48-481010-9255	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$1,537,704
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:  Lisabritt Solsky Stevens Date: 6/6/2022		1.12 Name and Title of Contractor Signatory Lisabritt Solsky Stevens Chief Growth Officer	
1.13 State Agency Signature DocuSigned by:  Christine Santaniello Date: 6/7/2022		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:  Robyn Quirino On: 6/7/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials DS  
LSS  
 Date 6/6/2022

**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 Initials LSS  
Date 6/6/2022

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**

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**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

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

3.3. The parties may extend the Agreement for up 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.

1.3. 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 Hillsborough County (Manchester, Milford and Nashua) and 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

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

**EXHIBIT B**

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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Home Health Services**

**EXHIBIT B**

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

**EXHIBIT B**

**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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**EXHIBIT B**

- 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

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

- 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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**New Hampshire Department of Health and Human Services  
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**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  
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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  
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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.

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

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

**EXHIBIT B**

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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.

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

**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. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-2, Budget.
4. 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:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. 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.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.beasinvoices@dhhs.nh.gov](mailto:dhhs.beasinvoices@dhhs.nh.gov) or mailed to:

Financial Manager  
Department of Health and Human Services

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

**EXHIBIT C**

105 Pleasant Street  
Concord, NH 03301

5. 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.
6. 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.
7. 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.
8. Audits
  - 8.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 8.1.1. 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.
    - 8.1.2. 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.
    - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 8.2. 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](mailto: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.
    - 8.2.1. 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.

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

**EXHIBIT C**

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- 8.3. 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.
- 8.4. 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 Rate Sheet

Home Health Services - Easter Seals (Hillsborough County: Manchester, Milford, Nashua)				
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	8,597	\$12.00	\$ 103,164.00
Title IIIB In Home Services	1/2 Hour	0	\$12.00	\$ -
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -
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	8,597	\$12.00	\$ 103,164.00
Title IIIB In Home Services	1/2 Hour	0	\$12.00	\$ -
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -

Exhibit C-2 Rate Sheet

Home Health Services - Easter Seals (Strafford 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	49,931	\$12.00	\$ 599,172.00
Title IIIB In Home Services	1/2 Hour	4,559	\$12.00	\$ 54,708.00
Title IIIB Home Health Aide	1/2 Hour	738	\$16.00	\$ 11,808.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -
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	49,931	\$12.00	\$ 599,172.00
Title IIIB In Home Services	1/2 Hour	4,559	\$12.00	\$ 54,708.00
Title IIIB Home Health Aide	1/2 Hour	738	\$16.00	\$ 11,808.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -

Contractor Initials: DS  
LSS

Date: 6/6/2022



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

Vendor Initials DS  
LSS  
Date 6/6/2022



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: Easter Seals New Hampshire

6/6/2022

Date

DocuSigned by:

*Lisabritt Solsky Stevens*

Name: LISABRITT SOLSKY STEVENS

Title: Chief Growth Officer



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: Easter Seals New Hampshire

6/6/2022

Date

DocuSigned by:

*Lisabritt Soltsy Stevens*

Name: Lisabritt Soltsy Stevens

Title: Chief Growth Officer

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Vendor Initials

6/6/2022

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

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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 (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

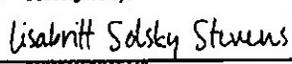
**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: Easter Seals New Hampshire

6/6/2022

Date

DocuSigned by:  
  
 Name: Lisabritt Solsky Stevens  
 Title: Chief Growth Officer

DS  
  
 Contractor Initials  
 Date 6/6/2022



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: Easter Seals New Hampshire

6/6/2022

Date

DocuSigned by:

*Lisabritt Solsky Stevens*

Name: Lisabritt Solsky Stevens

Title: Chief Growth Officer

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 guaratee. 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: Easter Seals New Hampshire

6/6/2022

Date

DocuSigned by:

*Lisabritt Solsky Stevens*

Name: Lisabritt Solsky Stevens

Title: chief growth officer



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 6/6/2022



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

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Date 6/6/2022



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 WSS

Date 6/6/2022

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 Associate

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Contractor Initials

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Date 6/6/2022



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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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

6/7/2022

Date

Easter Seals New Hampshire

Name of the Contractor

*Lisabritt Solsky Stevens*

Signature of Authorized Representative

Lisabritt Solsky Stevens

Name of Authorized Representative

Chief Growth Officer

Title of Authorized Representative

6/6/2022

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 (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Contractor Name: Easter Seals New Hampshire

6/6/2022

Date

DocuSigned by:

*Lisabritt Solsky Stevens*

Name: Lisabritt Solsky Stevens

Title: Chief Growth Officer

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Contractor Initials

6/6/2022

Date



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.

- The DUNS number for your entity is: 085573467
- 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:

- 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:

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

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

## 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

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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

## 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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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 Health and Human Services  
Amendment #1**

This Amendment to the Home Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Lakes Region Community Services Council ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #47), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.6, Account Number, to read:  
05-95-48-481010-7872  
05-95-48-481010-9255  
05-95-48-481010-2638
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,364,856
3. Modify Exhibit C, Payment Terms, Section 1, to read:
  1. This Agreement is funded by:
    - 1.1. 59.50% Federal funds:
      - 1.1.1. 6.63% Older Americans Act Title III-B, as awarded on September 8, 2022 and February 13, 2023, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS and 2310NHOASS.
      - 1.1.2. 50.07% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR.
      - 1.1.3. 2.80% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supportive Services, CFDA 93.044, FAIN 2101NHSSC6.
    - 1.2. 40.50% General funds.
4. Modify Exhibit C, Payment Terms, Section 3 through Subsection 3.1, to read:
  3. Reimbursement shall be made at a per unit rate in accordance with Exhibits C-1, Rate Sheet, through C-3, Rate Sheet.
    - 3.1. Payment for COVID-19 discretionary funding shall be on a cost-reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-4, Amendment #1, SFY 2024 Budget through C-6, Amendment #1, SFY 2024 Budget.

OS  
RLB

5. Modify Exhibit C, Payment Terms, Section 4, to read:

- 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.beasinvoices@dhhs.nh.gov](mailto:dhhs.beasinvoices@dhhs.nh.gov) or mailed to:

Program Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301

6. Add Exhibit C-4, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-5, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.
8. Add Exhibit C-6, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.

DS  
RLB

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

6/9/2023

Date

DocuSigned by:

*Melissa Hardy*

132324001155a Hardy

Name: Melissa Hardy  
Title: Director, DLTSS

Lakes Region Community Services Council

6/6/2023

Date

DocuSigned by:

*Rebecca L. Bryant*

1060550378061E9

Name: Rebecca L. Bryant  
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/9/2023

Date

DocuSigned by:

*Robyn Guarino*

748734841941480

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services	
Contractor Name: <i>Lakes Region Community Services Council (Belknap County)</i>	
Budget Request for: <i>Home Health Services</i>	
Budget Period <i>SFY 2024</i>	
Indirect Cost Rate (if applicable) <i>0.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$11,500
2. Fringe Benefits	\$1,000
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)	\$2,500
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$15,000</b>
<b>Total Indirect Costs</b>	
<b>TOTAL</b>	<b>\$15,000</b>

Contractor Initials

DS  
RLB

6/6/2023

Date

New Hampshire Department of Health and Human Services	
Contractor Name: <i>Lakes Region Community Services Council (Grafton County)</i>	
Budget Request for: <i>Home Health Services</i>	
Budget Period: <i>SFY 2024</i>	
Indirect Cost Rate (if applicable) <i>0.00%</i>	
Line Item:	Program Cost - Funded by DHHS
1. Salary & Wages	\$11,500
2. Fringe Benefits	\$1,000
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)	\$2,500
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$15,000</b>
<b>Total Indirect Costs</b>	
<b>TOTAL</b>	<b>\$15,000</b>

Contractor Initials DS  
RLB

Date 6/6/2023

New Hampshire Department of Health and Human Services	
Contractor Name: <i>Lakes Region Community Services Council (Sullivan County)</i>	
Budget Request for: <i>Home Health Services</i>	
Budget Period: <i>SFY 2024</i>	
Indirect Cost Rate (if applicable) 0.00%	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$11,500
2. Fringe Benefits	\$1,000
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)	\$2,500
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$15,000
Total Indirect Costs	
TOTAL	\$15,000

Contractor Initials DS  
RLB  
 Date 6/6/2023

# 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 LAKES REGION COMMUNITY SERVICES COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 29, 1975. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64109

Certificate Number: 0006198348



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State

CERTIFICATE OF AUTHORITY

I, Jeanin Onos, 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 Lakes Region Community Services Council.  
(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 June 2, 2023, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

VOTED: That Rebecca L. Bryant (may list more than one person)  
(Name and Title of Contract Signatory)

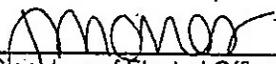
is duly authorized on behalf of Lakes Region Community Services Council to enter into contracts or agreements with the State

(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: 6/5/2023

  
\_\_\_\_\_  
Signature of Elected Officer  
Name: Jeanin Onos  
Title: Treasurer

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/17/2023

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

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

<b>PRODUCER</b> USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	<b>CONTACT NAME:</b> Elizabeth Mailhot	
	<b>PHONE (A/C, No, Ext):</b> 855 874-0123	<b>FAX (A/C, No):</b> 781-376-5035
<b>E-MAIL ADDRESS:</b> Elizabeth.Mailhot@usi.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Philadelphia Insurance Company		32204
<b>INSURER B:</b> Granite State Work Comp Manuf		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

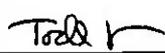
**INSURED**  
 Lakes Region Community Services Council  
 719 North Main Street  
 Laconia, NH 03246

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2350720	12/01/2021	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 - COM/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2350717	12/01/2021	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$100,00			PHUB793607	12/01/2021	07/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0120231003220	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Abuse			PHPK2350720	12/01/2021	07/01/2023	\$1,000,000 / \$3,000,000
A	Professional			PHPK2350720	12/01/2021	07/01/2023	\$1,000,000 / \$3,000,000

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

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



### Mission Statement

*Dedicated to serving the community by promoting independence, dignity and opportunity.*

### Value Statements

*As individuals and as a community agency, we:*

- Value all people;
  - Value a team approach in all we do;
  - Value and respect one another;
  - Value our relationships in the communities in which we live and work;
  - Value our role as facilitators of relationships; and
  - Value and recognize that our relationships evolve, grow, and change over time.
-

*Financial Statements*

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**LAKES REGION COMMUNITY SERVICES**  
**COUNCIL, INC.**

**FOR THE YEARS ENDED  
JUNE 30, 2022 AND 2021  
AND  
INDEPENDENT AUDITORS' REPORT AND  
REPORTS ON COMPLIANCE AND  
INTERNAL CONTROL**

*Leone,  
McDonnell  
& Roberts*  
PROFESSIONAL ASSOCIATION

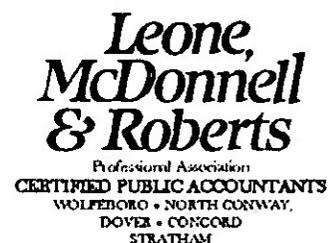
CERTIFIED PUBLIC ACCOUNTANTS

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

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## **INDEPENDENT AUDITORS' REPORT**

To the Board of Directors of  
Lakes Region Community Services Council, Inc.

### **Opinion**

We have audited the accompanying financial statements of Lakes Region Community Services Council, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2022.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Lakes Region Community Services Council, Inc. as of June 30, 2022 and 2021, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2022 in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Lakes Region Community Services Council, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, 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 Lakes Region Community Services Council, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

### **Auditors' 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 auditors' 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 and *Government 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 generally accepted auditing standards and *Government 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 Lakes Region Community Services Council, Inc.'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 Lakes Region Community Services Council, Inc.'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.

**Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 21-23 is presented for purposes of additional analysis and is not a required part of the financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated October 12, 2022, on our consideration of Lakes Region Community Services Council, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Lakes Region Community Services Council, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Lakes Region Community Services Council, Inc.'s internal control over financial reporting and compliance.

**Report on Summarized Comparative Information**

We have previously audited the Lakes Region Community Services Council, Inc.'s June 30, 2021 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 13, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Leone McDownell & Roberts,  
Professional Association*

Wolfeboro, New Hampshire  
October 12, 2022

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.****STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 6,389,493	\$ 7,525,100
Accounts receivable:		
Medicaid	1,766,274	1,682,904
Other, net of allowance for doubtful accounts of \$50,000 at June 30, 2022 and 2021	248,249	214,658
Prepaid expenses	<u>238,869</u>	<u>40,921</u>
Total current assets	<u>8,642,885</u>	<u>9,463,583</u>
<b>PROPERTY AND EQUIPMENT, NET</b>	<u>3,012,704</u>	<u>3,222,732</u>
<b>OTHER ASSETS</b>		
Due from affiliates, net	112,783	-
Deposits	<u>35,779</u>	<u>35,779</u>
Total other assets	<u>148,562</u>	<u>35,779</u>
Total assets	<u>\$ 11,804,151</u>	<u>\$ 12,722,094</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 1,197,843	\$ 1,178,111
Accrued salaries, wages, and related expenses	629,977	1,019,729
Accrued earned time	326,707	341,492
Refundable advances	1,640,567	822,766
Other accrued expenses	<u>121,192</u>	<u>177,139</u>
Total current liabilities	<u>3,916,286</u>	<u>3,539,237</u>
<b>LONG TERM LIABILITIES</b>		
Due to affiliates, net	-	1,635,605
Total long term liabilities	<u>-</u>	<u>1,635,605</u>
Total liabilities	<u>3,916,286</u>	<u>5,174,842</u>
<b>NET ASSETS</b>		
Without donor restrictions	6,736,576	6,345,800
With donor restrictions	<u>1,151,289</u>	<u>1,201,452</u>
Total net assets	<u>7,887,865</u>	<u>7,547,252</u>
Total liabilities and net assets	<u>\$ 11,804,151</u>	<u>\$ 12,722,094</u>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2022  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2022</u>	<u>2021</u>
<b>CHANGES IN NET ASSETS</b>				
<b>Revenues</b>				
Program fees	\$ 1,398,521	\$ -	\$ 1,398,521	\$ 1,456,334
Medicaid	25,205,436	-	25,205,436	23,598,558
Client resources	127,642	-	127,642	103,687
Other third party payers	1,173	-	1,173	3,150
Public support	723,869	-	723,869	580,458
Private foundations	45,947	-	45,947	143,618
Production/service income	86,840	-	86,840	85,979
Investment	2,796	-	2,796	4,917
State of New Hampshire - DDS	1,366,441	-	1,366,441	1,352,063
Management fees	14,400	-	14,400	14,400
Paycheck Protection Program loan forgiveness	-	-	-	2,739,774
Other	1,607,539	-	1,607,539	1,382,750
	<u>30,580,604</u>	<u>-</u>	<u>30,580,604</u>	<u>31,465,688</u>
<b>Total revenues</b>				
<b>Expenses</b>				
<b>Program services</b>				
Service coordination	1,365,412	-	1,365,412	1,421,530
Day programs	2,420,747	-	2,420,747	2,830,723
Early intervention	688,117	-	688,117	698,801
Enhanced family care	3,366,605	-	3,366,605	3,592,782
Community options	192,798	-	192,798	211,753
Community residences	12,686,886	-	12,686,886	11,349,551
Transportation	44,220	-	44,220	45,642
Family support	5,030,128	-	5,030,128	4,322,942
Other DDS	-	-	-	8,690
Other programs	1,701,785	-	1,701,785	1,533,162
<b>Supporting activities</b>				
General management	2,549,205	50,163	2,599,368	5,100,398
Fundraising	143,925	-	143,925	128,123
	<u>30,189,828</u>	<u>50,163</u>	<u>30,239,991</u>	<u>31,244,097</u>
<b>Total expenses</b>				
<b>CHANGE IN NET ASSETS</b>	390,776	(50,163)	340,613	221,591
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>6,345,800</u>	<u>1,201,452</u>	<u>7,547,252</u>	<u>7,325,661</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 6,736,576</u>	<u>\$ 1,151,289</u>	<u>\$ 7,887,865</u>	<u>\$ 7,547,252</u>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2022  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
<b>PERSONNEL COSTS</b>					
Salaries and wages	\$ 880,344	\$ 1,525,023	\$ 476,237	\$ 223,923	\$ 135,688
Employee benefits	196,569	341,108	110,262	50,387	30,101
Payroll taxes	62,681	113,076	35,097	15,831	9,252
<b>PROFESSIONAL FEES AND CONSULTATIONS</b>					
Clerical contracted staff	-	-	-	-	-
Client treatment & therapies	101,924	-	-	3,026,042	-
Accounting/auditing	-	-	-	-	-
Legal	14,668	-	-	-	-
Subcontract services	2,000	-	20,799	-	-
Other professional fees	39,588	-	-	-	-
<b>STAFF DEVELOPMENT AND TRAINING</b>					
Journals and publications	-	-	-	544	-
Conference/conventions	2,250	-	-	-	-
Other staff development	-	(125)	50	-	-
<b>OCCUPANCY COSTS</b>					
Rent	-	70,209	-	-	-
Mortgage payments	-	-	-	-	-
Utilities	-	10,525	-	-	-
Repairs and maintenance	-	1,498	-	105	-
Other occupancy costs	34,935	30,601	28,217	11,785	2,525
<b>CONSUMABLE SUPPLIES</b>					
Office supplies and equipment under \$2,500	4,373	6,390	1,430	484	251
Building/household	349	732	-	-	-
Client	1,185	1,711	-	13,202	-
Medical supplies	167	375	-	56	-
<b>ASSISTANCE TO INDIVIDUALS</b>	8,829	55	-	73	-
<b>PRODUCT SALES</b>	-	9,093	-	-	-
<b>EQUIPMENT RENTAL</b>	-	-	-	-	-
<b>EQUIPMENT MAINTENANCE</b>	-	345	-	390	-
<b>DEPRECIATION</b>	-	4,171	-	-	-
<b>ADVERTISING</b>	-	37	-	2,233	-
<b>PRINTING</b>	-	-	-	2,434	-
<b>TELEPHONE</b>	18	7,073	-	39	-
<b>POSTAGE</b>	-	-	-	-	-
<b>TRANSPORTATION</b>	13,079	245,165	16,025	16,791	14,981
<b>INSURANCE</b>	-	-	-	-	-
<b>MEMBERSHIP DUES</b>	-	7,614	-	-	-
<b>CLIENT PAYMENTS</b>	-	40,986	-	-	-
<b>CONTRIBUTIONS</b>	-	-	-	-	-
<b>OTHER</b>	2,453	5,085	-	2,286	-
<b>TOTAL FUNCTIONAL EXPENSES</b>	<u>\$ 1,365,412</u>	<u>\$ 2,420,747</u>	<u>\$ 688,117</u>	<u>\$ 3,366,605</u>	<u>\$ 192,798</u>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2022  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Family Support</u>	<u>Transportation</u>	<u>Other DDS</u>	<u>General Management</u>
<b>PERSONNEL COSTS</b>					
Salaries and wages	\$ 3,689,216	\$ 1,186,851	\$ 23,321	\$ -	\$ 1,223,653
Employee benefits	809,521	258,417	5,457	-	336,671
Payroll taxes	279,355	87,508	1,747	-	94,655
<b>PROFESSIONAL FEES AND CONSULTATIONS</b>					
Clerical contracted staff	-	-	-	-	-
Client treatment & therapies	161,357	2,552,763	-	-	900
Accounting/auditing	-	-	-	-	90,264
Legal	-	-	-	-	14,782
Subcontract services	6,588,158	612,487	-	-	358
Other professional fees	-	6,681	-	-	174,850
<b>STAFF DEVELOPMENT AND TRAINING</b>					
Journals and publications	95	-	-	-	421
Conference/conventions	-	-	-	-	7,459
Other staff development	3,850	830	-	-	25,683
<b>OCCUPANCY COSTS</b>					
Rent	161,078	-	-	-	-
Mortgage payments	9,053	-	-	-	-
Utilities	108,965	-	-	-	53,491
Repairs and maintenance	66,561	-	-	-	110,467
Other occupancy costs	197,026	12,324	-	-	(308,055)
<b>CONSUMABLE SUPPLIES</b>					
Office supplies and equipment under \$2,500	19,758	73	248	-	45,068
Building/household	25,938	-	-	-	1,226
Client	116,686	1,051	18	-	8,330
Medical supplies	7,386	4,562	10	-	4,557
<b>ASSISTANCE TO INDIVIDUALS</b>	460	44,597	-	-	821
<b>PRODUCT SALES</b>	40	-	-	-	-
<b>EQUIPMENT RENTAL</b>	-	-	-	-	25,553
<b>EQUIPMENT MAINTENANCE</b>	9,804	-	-	-	17,087
<b>DEPRECIATION</b>	19,527	-	7,986	-	209,533
<b>ADVERTISING</b>	-	136	-	-	69,469
<b>PRINTING</b>	-	-	-	-	7,964
<b>TELEPHONE</b>	11,074	-	-	-	47,729
<b>POSTAGE</b>	-	-	-	-	20,244
<b>TRANSPORTATION</b>	96,057	195,265	5,420	-	3,192
<b>INSURANCE</b>	-	-	-	-	112,456
<b>MEMBERSHIP DUES</b>	-	56,798	-	-	61,737
<b>CLIENT PAYMENTS</b>	831	-	13	-	3,521
<b>CONTRIBUTIONS</b>	-	-	-	-	71,000
<b>OTHER</b>	305,090	9,785	-	-	64,282
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 12,686,886</b>	<b>\$ 5,030,128</b>	<b>\$ 44,220</b>	<b>\$ -</b>	<b>\$ 2,599,368</b>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2022  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2022 Totals</u>	<u>2021 Totals</u>
<b>PERSONNEL COSTS</b>					
Salaries and wages	\$ 94,078	\$ 9,458,334	\$ 1,088,561	\$ 10,546,895	\$ 10,867,669
Employee benefits	21,044	2,159,537	240,706	2,400,243	2,808,324
Payroll taxes	7,058	706,260	79,426	785,686	716,513
<b>PROFESSIONAL FEES AND CONSULTATIONS</b>					
Clerical contracted staff	-	-	-	-	604
Client treatment & therapies	-	5,842,986	24,660	5,867,646	5,847,130
Accounting/auditing	-	90,264	-	90,264	117,631
Legal	-	29,450	-	29,450	7,299
Subcontract services	-	7,223,802	63,477	7,287,279	6,189,185
Other professional fees	5,394	226,513	5,000	231,513	213,698
<b>STAFF DEVELOPMENT AND TRAINING</b>					
Journals and publications	530	1,590	-	1,590	642
Conference/conventions	7,369	17,078	1,000	18,078	3,656
Other staff development	-	30,288	21,200	51,488	81,150
<b>OCCUPANCY COSTS</b>					
Rent	-	231,287	-	231,287	268,318
Mortgage payments	-	9,053	-	9,053	8,414
Utilities	-	172,981	-	172,981	159,199
Repairs and maintenance	-	178,631	-	178,631	167,473
Other occupancy costs	-	9,358	100,190	109,548	123,203
<b>CONSUMABLE SUPPLIES</b>					
Office supplies and equipment under \$2,500	862	78,937	13,621	92,558	65,243
Building/household	-	28,245	37	28,282	20,612
Client	318	142,501	497	142,998	131,306
Medical supplies	-	17,113	-	17,113	17,874
<b>ASSISTANCE TO INDIVIDUALS</b>	-	54,835	14,318	69,153	43,540
<b>PRODUCT SALES</b>	-	9,133	-	9,133	7,960
<b>EQUIPMENT RENTAL</b>	-	25,553	-	25,553	22,191
<b>EQUIPMENT MAINTENANCE</b>	-	27,626	-	27,626	32,656
<b>DEPRECIATION</b>	-	241,217	1,332	242,549	278,474
<b>ADVERTISING</b>	1,058	72,933	1,520	74,453	30,934
<b>PRINTING</b>	3,122	13,520	-	13,520	5,217
<b>TELEPHONE</b>	-	65,933	-	65,933	71,488
<b>POSTAGE</b>	290	20,534	39	20,573	24,841
<b>TRANSPORTATION</b>	310	606,285	39,021	645,306	588,114
<b>INSURANCE</b>	-	112,456	-	112,456	108,071
<b>MEMBERSHIP DUES</b>	170	126,319	4,075	130,394	103,484
<b>CLIENT PAYMENTS</b>	-	45,351	1,114	46,465	54,376
<b>CONTRIBUTIONS</b>	-	71,000	-	71,000	1,760,000
<b>OTHER</b>	2,322	391,303	1,991	393,294	297,608
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 143,925</b>	<b>\$ 28,538,206</b>	<b>\$ 1,701,785</b>	<b>\$ 30,239,991</b>	<b>\$ 31,244,097</b>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.****STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 340,613	\$ 221,591
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	242,549	278,474
Loan forgiveness income	-	(2,789,774)
(Increase) decrease in assets:		
Accounts receivable	(116,961)	1,107,307
Prepaid expenses	(197,948)	12,677
Deposits	-	2,000
Increase (decrease) in liabilities:		
Accounts payable	19,732	66,167
Accrued salaries, wages, and related expenses	(389,752)	402,768
Accrued earned time	(14,785)	5,534
Refundable advances	817,801	662,215
Other accrued expenses	(55,947)	(203,657)
<b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>	<u>645,302</u>	<u>(234,698)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Additions to property and equipment	<u>(32,521)</u>	<u>(46,789)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(32,521)</u>	<u>(46,789)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Decrease (increase) in due from affiliates	(112,783)	79,985
Increase (decrease) in due to affiliates	<u>(1,635,605)</u>	<u>1,635,605</u>
<b>NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES NET</b>	<u>(1,748,388)</u>	<u>1,715,590</u>
<b>INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	(1,135,607)	1,434,103
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>7,525,100</u>	<u>6,090,997</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 6,389,493</u>	<u>\$ 7,525,100</u>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

Lakes Region Community Services Council, Inc. (the Council) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to ensure there is a coordinated and efficient program of human services dealing effectively with the problems and needs of the developmentally impaired of Belknap County, lower Grafton County and the surrounding communities.

**Basis of Accounting**

The financial statements of Lakes Region Community Services Council, Inc. have been prepared on the accrual basis of accounting.

**Basis of Presentation**

The financial statements of the Council have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Council to report information regarding its financial position and activities according to the following net asset classifications:

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 Council. These net assets may be used at the discretion of the Council's management and 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 Council or by 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 restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

As of June 30, 2022 and 2021, the Council had net assets with donor restrictions and net assets without donor restrictions.

**Cash and Cash Equivalents**

For the purposes of the Statements of Cash Flows, the Council considers all demand deposits, money market funds, and short-term investments with original maturities of three months or less to be cash equivalents.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

**Other Events**

The Council's operations could be impacted should the disruptions from the novel coronavirus (COVID-19) lead to changes in client behavior. The COVID-19 impact on the capital markets could also impact the Council's cost of borrowing. There are certain limitations on the Council's ability to mitigate the adverse financial impact of these items. COVID-19 also makes it more challenging for management to estimate future performance of the operations, particularly over the near to medium term.

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

The Council has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as disclosed in Note 4.

It is the policy of the Council to provide services to all eligible residents of central New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions in revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

**Contributions**

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as net assets with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Council reports the support as net assets without donor restrictions.

**Property and Depreciation**

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	5 - 40 Years
Furniture, fixtures and equipment	3 - 10 Years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

**Fair Value of Financial Instruments**

The Council's financial instruments consist of cash, short-term receivables and payables and customer deposits. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2022 and 2021.

**Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

**Summarized Financial Information**

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Council's financial statements for the year ended June 30, 2021, from which the summarized information was derived.

**Accrued Earned Time**

The Council has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

**Revenue Recognition**

In May of 2014, the FASB issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This ASU is a comprehensive new revenue recognition model that requires an organization to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. Contracts and transactions with customers predominantly contain a single performance obligation.

The Council records the following exchange transaction revenue in its statements of activities for the years ended June 30, 2022 and 2021:

**Day Services** – The Council provides certain services which range from birth through lifespan. Examples of these services are early supports and services, respite, family support, in home supports, service coordination, employment services, supported independent living, non-medical support for the elderly in their home, and self-directed services. All revenue is recognized upon completion of the service.

**Residential Services** – The council provides certain residential assistance through contractual arrangements with other vendor providers as well as the shared family living model and Lakes Region Community Services staffed homes with 24-hour supervision. All revenue is recognized upon completion of the service.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021.**

**Income Taxes**

The Council is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Council to be other than a private foundation.

Management has evaluated the Council's tax positions and concluded that the Council has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements.

**Advertising**

The Council expenses advertising costs as incurred.

**Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

<b><u>Expense</u></b>	<b><u>Method of allocation</u></b>
Salaries and benefits	Time and effort
Occupancy	Square footage
Depreciation	Direct assignment
All other expenses	Direct assignment

**Accounting Estimates**

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

**New Accounting Pronouncement**

As of July 1, 2021, the Council adopted the provisions of the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2020-07, Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets (Topic 958), as amended. ASU 2020-07 applies to the presentation and disclosure of nonfinancial assets received by not-for-profit organizations and increases transparency of such contributions. Results for reporting the years June 30, 2022 and 2021 are presented under FASB ASC Topic 958. The ASU has been applied retrospectively to all periods presented, with no material effect on previously issued financial statements.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.****NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2022 AND 2021****2. LIQUIDITY AND AVAILABILITY**

The following represents the Council's financial assets as of June 30, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 6,389,493	\$ 7,525,100
Accounts receivable:		
Medicaid	1,766,274	1,682,904
Other, net	248,249	214,658
Deposits	<u>35,779</u>	<u>35,779</u>
 Total financial assets	 <u>\$ 8,439,795</u>	 <u>\$ 9,458,441</u>
 Less amounts not available to be used within one year:		
Deposits	<u>\$ 35,779</u>	<u>\$ 35,779</u>
 Financial assets available to meet general expenditures over the next twelve months	 <u>\$ 8,404,016</u>	 <u>\$ 9,422,662</u>

The Council's goal is generally to maintain financial assets to meet 90 days of operating expenses (approximately \$7.4 million). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

**3. PROPERTY AND EQUIPMENT**

As of June 30, 2022 and 2021, property and equipment consisted of the following:

	<u>2022</u>	<u>2021</u>
Buildings and improvements	\$ 4,195,336	\$ 4,184,136
Leasehold improvements	397,215	397,215
Furniture, fixtures and equipment	837,434	837,434
Vehicles	173,352	173,352
Construction in process	21,321	-
Land	<u>152,200</u>	<u>152,200</u>
 Total	 5,776,858	 5,744,337
Less accumulated depreciation	<u>2,764,154</u>	<u>2,521,605</u>
 Property and equipment, net	 <u>\$ 3,012,704</u>	 <u>\$ 3,222,732</u>

Depreciation expense for the years ended June 30, 2022 and 2021 amounted to \$242,549 and \$278,474, respectively.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

**4. DEMAND NOTE PAYABLE**

The Council maintains a revolving line of credit with a bank. The revolving line of credit provides for maximum borrowings up to \$3,000,000 and is renewable annually. Effective December 17, 2021 the Council renewed the revolving line of credit through December 31, 2022. The line of credit is collateralized by all of the business assets of the Council and guaranteed by related nonprofit organizations (see Note 11). At June 30, 2022 and 2021, the interest was stated at the bank's prime rate of 4.75% and 3.25%, respectively. There was no amount outstanding on this line of credit at June 30, 2022 and 2021.

**5. PAYCHECK PROTECTION PROGRAM LOAN**

During the year ended June 30, 2020, the Council applied for and was awarded a Paycheck Protection Program loan through the Small Business Administration. Loan forgiveness was possible if certain criteria were met. Any amounts not forgiven were to be repaid over a two-year period, with payments deferred for the first six months. Interest would be stated at 1%. The loan amounted to \$2,739,774. During the year ended June 30, 2021, the Council received full loan forgiveness and the forgiven amount is recorded as Paycheck Protection Program loan forgiveness on the accompanying Statement of Activities for the year ended June 30, 2021.

**6. STATE OF NH – EMERGENCY HEALTHCARE SYSTEM RELIEF LOAN**

During the year ended June 30, 2020, the Council applied for and was awarded a loan through the State of New Hampshire Department of Health and Human Services' COVID-19 Emergency Healthcare System Relief Fund. The loan was to mature 180 days after the expiration of the State of Emergency declared by the governor of NH. At the discretion of the lender, the loan may be forgiven and converted to a grant contingent upon certain criteria being met. The loan amounted to \$50,000. During the year ended June 30, 2021, the Council received full loan forgiveness and the forgiven amount is recorded in other income on the accompanying Statement of Activities for the year ended June 30, 2021.

**7. NET ASSETS**

Net assets with donor restrictions consist of a building donated to the Council with restricted use for 30 years. The amount released from restriction each year is the current year depreciation on the building. The amount of net assets with donor restrictions were \$1,151,289 and \$1,201,452 for the years ended June 30, 2022 and 2021, respectively.

**8. RETIREMENT PLAN**

The Council maintains a retirement plan for all eligible employees. During the years ended June 30, 2022 and 2021, the Council made matching contributions of 100% of a participant's salary reduction that was not in excess of 2% of the participant's compensation. All employees who work one thousand hours per year are eligible to participate after one year of employment. The Council's contribution to the retirement plan for the years ended June 30, 2022 and 2021 was \$84,819 and \$81,584, respectively.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021****9. CONCENTRATION OF RISK**

For the years ended June 30, 2022 and 2021, approximately 82% and 75%, respectively, of the total revenue was derived from Medicaid. The future existence of the Council is dependent upon continued support from Medicaid.

In order for the Council to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Health and Human Services (DHHS) as the provider of services for developmentally disabled individuals for that region. In May 2021, the Council was re-designated for the period September 2020 through September 2025.

Medicaid receivables comprise approximately 88% and 89% of the total accounts receivable balances at June 30, 2022 and 2021, respectively.

**10. LEASE COMMITMENTS**

The Council has entered into various operating lease agreements to rent certain facilities and office equipment for their community residences and other programs. The terms of these leases range from one to ten years. The Council also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated \$256,840 and \$290,509 for the years ended June 30, 2022 and 2021, respectively.

The future minimum lease payments on the above leases are as follows:

<b><u>Year Ending June 30</u></b>	<b><u>Amount</u></b>
2023	\$ 86,340
2024	28,415
2025	<u>17,955</u>
Total	<u>\$ 132,710</u>

Refer to Note 11 for information regarding a lease agreement with a related party.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.****NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2022 AND 2021****11. RELATED PARTY TRANSACTIONS**

Lakes Region Community Services Council, Inc. is related to the following nonprofit corporations as a result of common board membership:

<b><u>Related Party</u></b>	<b><u>Function</u></b>
Genera Corporation	Manages and leases property
Greater Laconia Transit Agency	Provides transportation services
Lakes Region Community Services Foundation	Solicit, receive, and administer fundraising efforts for the benefit of the Council and others

Lakes Region Community Services Council, Inc. has contracts and transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

<b><u>Received From:</u></b>	<b><u>2022</u></b>	<b><u>2021</u></b>	<b><u>Purpose</u></b>
Genera Corporation	\$ 14,400	\$ 14,400	Management, accounting and financial services
Genera Corporation	\$ 14,988	\$ 14,988	Insurance reimbursement
Lakes Region Community Services Foundation	\$ -	\$ 129,720	Program support
<b><u>Paid To:</u></b>	<b><u>2022</u></b>	<b><u>2021</u></b>	
Genera Corporation	\$ 109,800	\$ 109,800	Rental of homes
Genera Corporation	\$ -	\$ 1,700,000	Contribution to build future facilities
Lakes Region Community Services Foundation	\$ -	\$ 15,000	Foundation contributions
Greater Laconia Transportation Agency	\$ 71,000	\$ 60,000	Contribution to purchase more vehicles

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

<b><u>Due (To)/From:</u></b>	<b><u>2022</u></b>	<b><u>2021</u></b>
Genera Corporation	\$ 92,569	\$ (1,636,819)
Greater Laconia Transit Agency	<u>20,214</u>	<u>1,214</u>
	<b><u>\$ 112,783</u></b>	<b><u>\$ (1,635,605)</u></b>

There are no specified terms of payment and no interest stated on the related party due (to) from accounts.

**Demand Note Payable**

The Council's demand note payable is guaranteed by Genera Corporation (see Note 4).

**Rent**

The Council has a perpetual lease agreement with Genera Corporation which calls for annual rent payments. The future minimum lease payments under the lease are \$109,800, annually.

**Insurance Reimbursement**

The Council carries a joint liability policy with the related parties above. The Council pays for the coverage in full and then is reimbursed by the affiliates based on contracts between the agencies.

**12. LONG TERM CARE STABILIZATION PROGRAM**

In response to COVID-19, in April 2020, the State of New Hampshire established the Long Term Care Stabilization (LTCS) Program to provide stipends to certain front line Medicaid providers. The program was developed to incentivize these direct care workers to remain in or rejoin this critical workforce and continue to provide high quality care to vulnerable persons during the pandemic. Under the program, the New Hampshire Department of Employment Security (NHES) would distribute \$300 per week in stipends to full time qualifying front line workers and \$150 per week in stipends to part time qualifying front line workers. The funding for the LTCS Program was provided through the Coronavirus Relief Fund. During the year ended June 30, 2021, the Council received and expended grant funds totaling \$764,142, through payroll and subcontractor expenses. There was no grant revenue received through this program during the year ended June 30, 2022.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

**13. CONTINGENCIES - GRANT COMPLIANCE**

The Council receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Council is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Council may be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2022.

**14. CLIENT FUNDS**

The Council administers funds for certain consumers. No asset or liability has been recorded for this amount. As of June 30, 2022 and 2021, client funds held by the Council aggregated \$404,125 and \$579,379, respectively.

**15. CONCENTRATION OF CREDIT RISK**

The Council maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2022 and 2021. In addition to FDIC coverage, certain deposits of the Council are insured or collateralized through other means. The Council has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2022 and 2021, cash balances in excess of FDIC coverage aggregated \$861,549 and \$861,166, respectively.

**16. FINANCIAL INSTRUMENTS WITH OFF STATEMENT OF FINANCIAL POSITION RISK**

The Council maintains a repurchase account agreement with a bank. A portion of the Council's overnight deposit bank balances are divided into amounts under the FDIC limit of \$250,000 and swept into various insured bank accounts. This agreement provides flexibility to the Council by allowing them to maintain large cash balances in excess of the standard FDIC limit individually, but when spread across multiple banks, providing insurance for the full amount of the repurchase account.

**17. RECLASSIFICATION**

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

**18. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 12, 2022, the date the June 30, 2022 financial statements were available for issuance.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.****SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2022  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
Program fees	\$ 3,806	\$ 23,686	\$ 3,867	\$ 735,813	\$ -
Medicaid	936,161	3,157,469	704,919	3,353,183	209,571
Client resources	-	412	-	47,176	3,543
Other third party payers	473	-	-	-	-
Public support	-	-	-	-	-
Private foundations	-	-	-	-	-
Production/service income	109	78,324	3,089	-	-
Investment	-	-	-	-	-
State of New Hampshire - DDS	-	-	168,057	-	-
Management fees	-	-	-	-	-
Paycheck Protection Program loan forgiveness	-	-	-	-	-
Other	<u>15,936</u>	<u>-</u>	<u>1,137</u>	<u>-</u>	<u>-</u>
<b>TOTAL FUNCTIONAL REVENUES</b>	<b><u>\$ 956,485</u></b>	<b><u>\$ 3,259,891</u></b>	<b><u>\$ 881,069</u></b>	<b><u>\$ 4,136,172</u></b>	<b><u>\$ 213,114</u></b>

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.****SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2022  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b><u>Community Residences</u></b>	<b><u>Family Support</u></b>	<b><u>Transportation</u></b>	<b><u>Other DDS</u></b>	<b><u>General Management</u></b>
Program fees	\$ 512,042	\$ -	\$ -	\$ -	\$ 75,770
Medicaid	11,077,720	5,569,324	-	-	-
Client resources	59,833	16,678	-	-	-
Other third party payers	-	-	-	-	-
Public support	-	-	-	-	27,343
Private foundations	-	-	-	-	-
Production/service income	-	-	-	-	-
Investment	-	-	-	-	2,796
State of New Hampshire - DDS	185,407	108,268	-	-	904,709
Management fees	-	-	-	-	14,400
Paycheck Protection Program loan forgiveness	-	-	-	-	-
Other	<u>380,091</u>	<u>335</u>	<u>-</u>	<u>602,094</u>	<u>51,934</u>
<b>TOTAL FUNCTIONAL REVENUES</b>	<b><u>\$ 12,215,093</u></b>	<b><u>\$ 5,694,605</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 602,094</u></b>	<b><u>\$ 1,076,952</u></b>

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.****SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2022  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2022 Totals</u>	<u>2021 Totals</u>
Program fees	\$ -	\$ 1,354,984	\$ 43,537	\$ 1,398,521	\$ 1,456,334
Medicaid	-	25,008,347	197,089	25,205,436	23,598,558
Client resources	-	127,642	-	127,642	103,687
Other third party payers	-	473	700	1,173	3,150
Public support	34,535	61,878	661,991	723,869	580,458
Private foundations	-	-	45,947	45,947	143,618
Production/service income	-	81,522	5,318	86,840	85,979
Investment	-	2,796	-	2,796	4,917
State of New Hampshire - DDS	-	1,366,441	-	1,366,441	1,352,063
Management fees	-	14,400	-	14,400	14,400
Paycheck Protection Program loan forgiveness	-	-	-	-	2,739,774
Other	8,883	1,060,410	547,129	1,607,539	1,382,750
<b>TOTAL FUNCTIONAL REVENUES</b>	<b>\$ 43,418</b>	<b>\$ 29,078,893</b>	<b>\$ 1,501,711</b>	<b>\$ 30,580,604</b>	<b>\$ 31,465,688</b>

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.****SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2022**

<b><u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/ PROGRAM TITLE</u></b>	<b><u>FEDERAL ASSISTANCE LISTING NUMBER</u></b>	<b><u>PASS THROUGH GRANTOR NUMBER</u></b>	<b><u>FEDERAL EXPENDITURES</u></b>
<b><u>U.S. DEPT. OF HEALTH AND HUMAN SERVICES</u></b>			
Passed through State of New Hampshire			
Department of Health and Human Services, Office of Human Services, Division of Children, Youth and Families			
Stephanie Tubbs Jones Child Welfare Services Program	93.645	102-5000734-42106802	\$ 3,959
Promoting Safe and Stable Families	93.556	102-5000734-42107306	4,939
Temporary Assistance for Needy Families	93.558	102-5000734-45030353	92,325
Temporary Assistance for Needy Families	93.558	102-5000734-45030205	34,842
			<u>127,167</u>
Maternal & Child Health Services Block Grant for States	93.994	102-5000734-90004009	5,983
Social Services Block Grant	93.667	102-5000734-42106603	73,769
Department of Health and Human Services, Office of Human Services			
Social Services Block Grant	93.667	05-95-48-481010-9255	<u>126,079</u>
			199,848
Activities to Support (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	NH75OT000031	<u>35,300</u>
Child Abuse and Neglect Discretionary Activities	93.670	102-50000731-90070470	<u>51,773</u>
<b><u>AGING CLUSTER</u></b>			
Special Programs for Aging, Title III, B	93.044	05-95-48-481010-7872	<u>2,828</u>
Department of Health and Human Services, Div of LT Support & Services, BDS			
<b><u>MEDICAID CLUSTER</u></b>			
Medical Assistance Program	93.778		<u>380,090</u>
<b><u>DIRECT FUNDING</u></b>			
Provider Relief Funds	93.498		<u>602,094</u>
Total U.S. Department of Health and Human Services			<u>\$ 1,413,981</u>
<b><u>U.S. DEPARTMENT OF EDUCATION</u></b>			
Department of Health and Human Services, Office of Human Services, Division of Long Term Supports and Services			
Special Education - Grants for Infants and Families	84.181A	05-95-93-930010-7852	<u>\$ 113,607</u>
Total U.S. Department of Education			<u>\$ 113,607</u>
<b><u>U.S. DEPARTMENT OF JUSTICE</u></b>			
Passed through State of New Hampshire Department of Justice			
Crime Victims Assistance	16.575		<u>\$ 125,117</u>
Total U.S. Department of Justice			<u>\$ 125,117</u>
Total expenditures of federal awards			<u>\$ 1,652,705</u>

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2022**

**NOTE 1 BASIS OF PRESENTATION**

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of Lakes Region Community Services Council, Inc. under programs of the federal government for the year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Lakes Region Community Services Council, Inc., it is not intended to and does not present the financial position, change in net assets, or cash flows of Lakes Region Community Services Council, Inc.

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amount reported as expenditures in prior years.

**NOTE 3 INDIRECT COST RATE**

Lakes Region Community Services Council, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under Uniform Guidance.

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL  
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of  
Lakes Region Community Services Council, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Lakes Region Community Services Council, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of cash flows, and the related notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2022, and have issued our report thereon dated October 12, 2022.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Lakes Region Community Services Council, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Lakes Region Community Services Council, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Lakes Region Community Services Council, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Lakes Region Community Services Council, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Leone McDowell & Roberts,  
Professional Association*

Wolfeboro, New Hampshire  
October 12, 2022

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE  
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of  
Lakes Region Community Services Council, Inc.

**Opinion on Each Major Federal Program**

We have audited Lakes Region Community Services Council, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Lakes Region Community Services Council, Inc.'s major federal programs for the year ended June 30, 2022. Lakes Region Community Services Council, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Lakes Region Community Services Council, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

**Basis for Opinion on Each Major Federal Program**

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Lakes Region Community Services Council, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Lakes Region Community Services Council, Inc.'s compliance with the compliance requirements referred to above.

### **Responsibilities of Management for Compliance**

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Lakes Region Community Services Council, Inc.'s federal programs.

### **Auditors' Responsibilities for the Audit of Compliance**

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Lakes Region Community Services Council, Inc.'s compliance based on our audit. 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, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Lakes Region Community Services Council, Inc.'s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, 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 Lakes Region Community Services Council, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Lakes Region Community Services Council, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Lakes Region Community Services Council, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### **Report on Internal Control over Compliance**

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leanne McDonnell & Roberts,  
Professional Association*

Wolfeboro, New Hampshire  
October 12, 2022

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED JUNE 30, 2022**

**A. SUMMARY OF AUDITORS' RESULTS**

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Lakes Region Community Services Council, Inc. were prepared in accordance with GAAP.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Lakes Region Community Services Council, Inc., which would be required to be reported in accordance with Government Auditing Standards, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Lakes Region Community Services Council, Inc. expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR Section 200.516(a).
7. The program tested as major programs was: U.S. Department of the Health and Human Services, Provider Relief Fund, ALN 93.498 and Medical Assistance Program, ALN 93.778.
8. The threshold for distinguishing between Type A and B programs was \$750,000.
9. Lakes Region Community Services Council, Inc. was determined to be a low-risk auditee.

**B. FINDINGS – FINANCIAL STATEMENTS AUDIT**

None

**C. FINDINGS AND QUESTIONED COSTS—MAJOR FEDERAL AWARD PROGRAM AUDIT**

None

**Lakes Region Community Services**  
**Board of Directors 2022-2023 / Board List & Affiliation**

**Carrie Chase, President**  
**United Postal Service**

**Gary Lemay, Vice President**  
**NH Electrical Corporative**

**Jeanin Onos, Treasurer**  
**Bank of New Hampshire**

**Lynn Hilbrunner, Secretary**  
**NH Veterans Home**

**R. Stuart Wallace, Past President**  
**NH Technical Institute**

**Margaret Selig, At-Large**  
**Retired**

**DIRECTORS**

**Randy Perkins**  
**Retired**

**Richard Crocker**  
**Retired**

**Thomas Costigan Jr.**  
**Speare Memorial Hospital**

**Kurt Christensen**  
**Owl's Nest Resort & Golf Club**

**Kirk Beattie**  
**Laconia Fire Department**

**Emily Fortson**  
**Bank of New Hampshire**

**Eric Adams**  
**Laconia Police Department**

**Marti Ilg**  
**Retired**

**Matthew Canfield, *Director Emeritus***  
**Laconia Police Department**



*Rebecca L. Bryant*

## EDUCATION

New England College  
May 2018 Master of Business Administration & Non Profit Leadership Graduate Certificate

Keene State College  
May 1995 Bachelor of Science, Business Management, Accounting Concentration

- Management Award
- NH Small Business Institute Project of the Year
- Business Manager, Equinox, Keene State Student Newspaper

## EXPERIENCE

Lakes Region Community Services ♦ Laconia, New Hampshire  
*President & CEO* October 2016 – Current

Chief Executive Officer of Community Based Not-For-Profit Corporation. Responsible for overall administration of a \$30 million with 400 employees, 100 private contractors, and serving thousands of individuals and families in the greater Lakes Region. Responsible for the development and oversight of a community based social services system including services to infants, children, families and elders through the lifespan. Provide total agency leadership, fiscal management, risk management, program stewardship. Report to and work closely with the Board of Directors.

*Director of Finance* April 2007 – October 2016

Chief Financial Officer. Oversaw financial and personnel administration for private non-profit human services agency with an annual budget of \$30 million and 400 employees. Prepared and monitored annual budgets. Negotiated funding requests with the New Hampshire Department of Health and Human Services (NHDHHS). Responsible for all funding compliance for NHDHHS and Center for Medicare and Medicaid Services (CMS.) Prepared and managed contracts with funding sources and vendors. Oversaw Agency Risk Management program. Administered the agency's compensation and benefits plans. Ensured compliance with applicable state and federal labor regulations. Oversaw the installation and support of agency Information Technology. Major accomplishments include work on the \$2.5mil Capital Campaign, compete IT Infrastructure overhaul, significant human capital and programmatic bridge building between Finance and Operations. Reported to and work closely with the Board of Directors and Executive Director.

Wilcom ♦ Laconia, New Hampshire  
*Controller* August 2000-April 2007

Controller for Telecommunications Manufacturer celebrating 40 years in business in 2007. Direct report to the Vice President/Chief Financial Officer and President, Chief Operating Officer in New York. Responsible for all functions and employees in: Accounting, Sales, MIS, Customer Service, Human Resources and Facilities. As Acting General Manager responsible for NH Operations in the absence of the President and Vice President. During tenure with this company successes included; writing and negotiating GSA proposal to obtain GSA Schedule Award, creating and maintaining multiple government registrations including CCR, JCP, ORCA and AES Direct, maintaining 100% in-house collections for receivables, and supervision of office renovation project. As part of accounting function maintained two day month end close with a manual closing system. In fulfilling MIS supervisory role, led MIS through major web site overhaul with outside vendor, MRP system upgrade, and phone system upgrade. Led Sales Department through transition from reliance on outside sales and manufacturer's reps to 100% inside sales through restructuring, hiring and daily oversight of Sales Department.

Freudenberg-NOK General Partnership ♦ Bristol, New Hampshire

*Hyperion Administrator* July 2000-August 2000

*Assistant Hyperion Administrator* January 1999-July 2000

*Assistant Treasury Manager* October 1997-January 1999

As *Hyperion Administrator*, responsible for compiling monthly data feeds from 16 locations throughout the United States, Mexico and Brazil and producing consolidated financial statements. Assisted the Hyperion Administrator, maintained all aspects of financial database, wrote logic for the financial statements, administered system security, troubleshoot for end users of database, and wrote reports for financial analysts. Prepared a multitude of comprehensive financial reports for the parent company in Germany. Communicated daily with the controllers and financial analysts in the United States and Europe to ensure timely collection and distribution of financial data. As *Assistant Treasury Manager* managed day-to-day activities of the Treasury Department including cash management, debt management, risk management (insurance and foreign currency hedging,) worker's compensation, corporate centralized accounts payable, intra-company accounts payable and receivable, as well as reconciliations of all general ledger accounts relating to treasury. Fulfilled all duties of both the Treasury Manager and Assistant Treasury Manager for nine months in the absence of the Treasury Manager.

## SKILLS, CERTIFICATIONS

- ♦ Justice of the Peace, State of New Hampshire
- ♦ Notary Public, State of New Hampshire
- ♦ Leadership Lakes Region Class of 2008
- ♦ Proficiency in all Microsoft Office Applications
- ♦ Significant experience and proficiency with accounting systems including, Dynamics, Solomon, QAD, Hyperion
  - ♦ Paylocity, ADP and Harper's Payroll Systems
  - ♦ Business Process Kaizen
  - ♦ LEAN

## BOARD SERVICE

- ♦ Treasurer, Executive Committee, Community Services Network Inc, (CSNI) 2017 – Current
- ♦ Board Member, Sigma One Manufacturer's Workers' Compensation Trust 2010 – Current
- ♦ Secretary, Executive Committee, Community Health Services Network (CHSN) 2016 – Current
  - ♦ Board Member, Greater Laconia Transit Agency (GLTA) 2016 – Current
  - ♦ Board Member, Genera Corporation, 2016 – Current
  - ♦ Corporator, Franklin Savings Bank

## COMMUNITY SERVICE

- ♦ Middle Level Steering Committee, Moultonborough School District 2017 – Current
- ♦ Superintendent Search Committee, Moultonborough School District, 2016 - 2017
  - ♦ Children's Ministry Volunteer, Grace Capital Church 2015 - 2017
  - ♦ Committee Chair, Moultonborough Cub Scout Pack 369 2013 – 2015
    - ♦ Den leader, Cub Scout Pack 369 2005 – 2015
    - ♦ Advancements Chair, Cub Scout Pack 369 2005 – 2009
- ♦ Sunday School Teacher – Middle Class & Teens, Moultonborough United Methodist Church 2007 – 2015
  - ♦ Nursery Coordinator, Moultonborough United Methodist Church 2005 – 2007
  - ♦ Youth Basketball Coach 2013 – 2014
- ♦ Vacation Bible School, Moultonborough United Methodist Church 2005 – 2014
- ♦ Chair, Recreation Advisory Board, Town of Moultonborough 2008 – 2010

*~References Available Upon Request~*

## Shelley Kelleher

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**Skills:** Solomon Dynamics SL Accounting, Paylocity, Harpers, QuickBooks, Access and Excel including VBA, PowerPoint, Word, SAP

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### Lakes Region Community Services

Laconia, NH

2017-Present **Vice President & Chief Financial Officer**-Oversee financial administration and risk management of a private non-profit human services agency with a budget of \$30M and 400 employees.

- Oversee agency Risk Management program.
- Prepare and manage contracts with funding sources and vendors.
- Responsible for all funding compliance for New Hampshire Department of Health and Human Services (NHDHHS) and Center for Medicare and Medicaid Services (CMS).
- Ensure compliance with applicable state and federal labor regulations.
- Report to and work closely with the Board of Directors and the President & CEO.

2012-2016 **Controller**-Responsible for the day-to-day supervision of staff performing the accounting and payroll functions for a private non-profit human services agency with a budget of \$26M.

- Ensure 500 employees are paid accurately
- Manage State and Federal contract funding ensuring compliance.
- Review internal control procedures writing new and updating controls.
- Liaison with external auditors for annual audit, A-133 audit, and 403B audit.
- Prepare monthly financial statements for all businesses with over 300 cost centers.
- 403B Committee member.

2007-2011 **Senior Staff Accountant**-Maintain the integrity, security, and reliability of the financial systems through accurate and efficient management of the financial records.

- Prepare, review, and distribute monthly operating statements.
- Maintain chart of accounts.
- Perform monthly balance sheet reconciliations.
- Organize data collection and prepare audit schedules for external audit.
- Assist in preparation of the annual budget.

### Arrow Enterprise Storage Solutions/AECS

Englewood, CO

2001-2006 **Finance Manager**-Manage controls and accuracy of financial data for \$300M division.

- Budget and forecast P&L and ROWC.
- Participate in quarterly business reviews, sales and budget reviews to Senior Management.
- Compile monthly reports for 4 divisions (revenue of \$1 billion) to Senior Management on financial statistics, product line and customer sales, headcount, productivity, and trend analysis.
- Analyze and manage data through Access database and Visual Basic.
- Provide division analysis for the BOD updates and quarterly analyst earnings calls for Arrow Electronics.

### MOCA, Inc. An Arrow Company

Marlborough, MA

2000-2001 **Senior Manager, Financial Planning and Analysis**-Manage the planning and analysis for MOCA a division of Merisel sold to Arrow Electronics.

- Develop corporate annual budget and monthly forecasts, design department profit and loss analysis, examine monthly expenses, and prepare A/R reserve reports.
- Audit incentive bonus statistics.

- Administer an accounts receivable database including G/L reconciliation, automation of the distribution and the data archive function, and design new reports using Visual Basic programming.
- Supervise financial analyst in CA office.

1996-2000

**Merisel, Incorporated**

**Marlborough, MA**

**NAM Reporting and Financial Analysis Manager**-Manage subsidiary reporting and analysis.

- Design and analyze NAM AR Reports for CFO and VP of Financial Services.
- Forecast and analyze actual performance of Balance Sheet Reserves for US and Canadian subsidiary. Present and discuss reserve analysis with the CFO at monthly reserve meeting.
- Manage bad debt process starting at system write-off including collection agency management, PFC process, and database reporting to assist the tracking of collections, bankruptcies, and bad debt trends.
- Prepare and analyze \$12 million US and C\$2 million Canadian budgets for 14 cost centers including monthly DSO and bad debt provision forecast.
- Analyze customer credit worthiness and make credit line recommendations for accounts over \$1 million.
- Coordinate facility move to a new location.
- Developed process to reduce Dun & Bradstreet expenses by \$130,000 annually resulting in a 70% cost reduction.
- Supervise reporting analyst and admin staff.

1987 to 1996

**State Street Bank & Trust Company**

**Quincy, MA**

**Client Service Manager**-Administer the accounting for several large corporate Domestic and International pension and 401k clients with \$4 to \$6 billion in assets.

- Manage a staff of 10.
- Responsible for establishing and maintaining client relationships.
- Reengineer staff workflow which doubled throughput and decreased reporting time by 30%.

**Auditor**-Coordinate the timely completion and accuracy of over 90 monthly financial statements, maintain audit copies with all supporting documentation, implement new procedures, and train employees.

- Audit a daily pricing fund, and maintain control logs for corporate actions and income collection.

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**Education**

Master of Studies in Law  
Wake Forest University Law School  
Winston Salem, NC

December 2019  
Business Law and Compliance Certificate

Master of Business Administration  
Bentley University, Waltham, MA  
Concentration: Finance

May 1993  
Graduate School of Business

BA in Economics and Political Science  
University of Massachusetts, Boston, MA

July 1987  
School of Arts and Sciences

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**Volunteer**

Got Lunch! Laconia

2018 and 2019

Greater Lakes Region Child Advocacy Center  
-Treasurer

2009-2012

Shannon M. Kelly

**EDUCATION:** Townsend Institute at Concordia University, Irvine, CA  
Masters in Organizational Leadership, 2021

Wheelock College, Boston, MA  
Bachelors of Social Work, 1985

**EXPERIENCE:** Lakes Region Community Services, Laconia, NH  
EXECUTIVE VICE PRESIDENT (2/17 to present)

Responsibilities: Provide direct supervisory leadership and oversight to all service delivery programs and directors; support the directors and staff in a manner that empowers them to lead their departments effectively; ensure that LRCS develops a deeper bench for succession planning by identifying and mentoring future leaders within the organization; evaluate and monitor all functions of the service delivery departments of the organization to assure quality and operations are in compliance with applicable laws and regulations; solve problems with LRCS service delivery department and develop strategies to circumvent systemic issues; and lead agency initiatives regarding service delivery.

DIRECTOR OF INDIVIDUAL AND FAMILY SERVICES (6/15 to 2/17)

Responsibilities: Provide leadership to & oversight of the day to day operations for the departments of Resource Coordination, Self-Directed Services and Home Assist Services; ensure that service delivery promotes independence, dignity & opportunity while maintaining the health & safety for all individuals; develop and monitor individual & department budgets; oversee Intake & Eligibility; provide training for individuals, families & staff; participate in the statewide committees for each of the respective services; serve as the liaison for the Family Support Council; serve as liaison for NH CarePath initiatives at the state & local levels.

DIRECTOR OF COMMUNITY SUPPORT SERVICES (7/12 to 6/15)

Responsibilities: develop a new department of the organization to oversee the service models for Self Directed Services (SDS) and In-Home Supports; recruit SDS Representatives to provide on-going support to individuals and families with directing and managing their services to achieve satisfaction while maintaining compliance with state regulations and adherence to the state's guidelines in utilizing Medicaid funds. Continue to expand the Home Assist Services for elders and individuals with chronic illnesses. Successfully bid for and be awarded two state contracts via a grant application process for In-Home Care in southern Grafton County (July, 2013) and Belknap County (July, 2014) growing the services by 300%.  
Serve as INTERIM DIRECTOR OF SHARED FAMILY LIVING (2/13-12/14)

DIRECTOR OF HOME ASSIST (3/10 to 7/12)

Responsibilities: support the marketing of the service via public presentations, articles and advertisement; Oversee and manage the request for and provision of services; support and/or assist with recruitment of PCSP, support the development of the program's policies and procedures, ensure the program's licensing and certification.

DIRECTOR OF PUBLIC RELATIONS AND DEVELOPMENT (7/08 to 7/12)

Responsibilities: development of all written, website, and on-air materials for LRCS including press releases, annual reports, newsletters, website, brochures, public service announcements, radio and television scripts and articles for newspapers; act as spokesperson; coordination and implementation for fundraising and development activities; assist in coordinating special events; development and implement strategic public relations and marketing plan to include goals, strategies and budgets; manage website; and grant writing.

New England Salem Children's Trust, Rumney, NH

DIRECTOR OF NEW ENGLAND SALEM (4/07 to 7/08)

Responsibilities: overseeing residential services and clinical services including management and oversight of all operational practices, policy development, regulatory compliance for state certification & licensing, staff training & development, budget development & implementation, fund raising development and all other related functions. Lead program development and implementation of two new services: Independent Living and ISO – Foster Care. Regular attendance at State level meetings.

*Lakes Region Community Services, Laconia, NH*

**DIRECTOR OF SHARED FAMILY LIVING (12/94 to 4/07)**

Responsibilities: directing, managing & overseeing all operational practices for the department of Shared Family Living to include recruitment & retention of home providers; family placements; development & monitoring of contracts, individual budgets & department budgets; regulatory compliance for state certification for all homes; maintaining Child Placing License through DCYF; develop, coordinate and facilitate training for home providers; provide support, problem-solving & advocacy for individuals & provider families; participating in LRCS's senior management team and all related functions;.

**COORDINATOR OF SHARED FAMILY LIVING (6/92 – 12/94)**

Responsibilities: developing & preparing new provider families; contract reviews, identify compatibility and assist with placements; establish operational procedures for the department for regulatory compliance for State certification; providing assistance, training, support & supervision provider families; and providing support & supervision to Shared Family Living Specialists.

**SHARED FAMILY LIVING SPECIALIST (4/90 – 6/92)**

Responsibilities: providing assistance, training, support and supervision to provider families; monitor compliance with state regulations and agency policies; oversight of State certification inspections; support and monitor the implementation of service agreements.

*Center for Humanistic Change, North Adams, MA*

**CLINICAL SUPERVISOR/CASE MANAGER (5/88 – 7/89)**

**VOCATIONAL SPECIALIST/PROGRAM SUPERVISOR (7/86-5/88)**

**TRAINING:**

• Family Support • Supporting & Strengthening Families • Dual Diagnoses • Disability is Natural • Leadership & Person Centered Lives • Consumer Driven Futures • Individual Rights • Empowerment: Individual & Family • Working with Teams • Facilitation • Asset Based Community Development • Developing Community Resources • Health & Safety • Funding Implications & Medicaid • State Regulations, Trainings • Personnel Law • Interpersonal Communication

**REFERENCES:**

Available upon request.

Lakes Region Community Services Council

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Rebecca Bryant	President & CEO	\$0
Shelley Kelleher	Vice President & CFO	\$0
Shannon Kelly	Executive Vice President	\$0

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Lori A. Shilbette  
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  
FAX: 603-271-5166 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

June 8, 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 contracts with the Contractors listed below in an amount not to exceed \$11,347,242.44 for the provision of home health services, with the option to renew for up to four (4) additional years, effective July 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 58.8% Federal Funds. 41.2% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Androscoggin Valley Home Care Services (Berlin, NH)	157347	Coos County	\$1,237,380.44
Area HomeCare Family Services, Inc. (Portsmouth, NH)	166931	Rockingham County	\$2,621,184
Easter Seals New Hampshire, Inc. (Manchester, NH)	177204	Hillsborough (Manchester, Milford, Nashua) and Strafford Counties	\$1,537,704
Lakes Region Community Services Council (Laconia, NH)	177251	Belknap, Grafton and Sullivan Counties	\$1,319,856
Visiting Nurse Home Care & Hospice of Carroll County (North Conway, NH)	225191	Carroll County	\$295,600
VNA at HCS, Inc. (Keene, NH)	177274	Cheshire County	\$1,462,584
Waypoint (Manchester, NH)	177166	Hillsborough and Merrimack Counties	\$2,872,934
		<b>Total:</b>	<b>\$11,347,242.44</b>

MAC

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

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**

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

Approximately 6,226 individuals will be served during State Fiscal Years 2023 and 2024.

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

In-Home Health Aide Services provide assistance with managing individual personal care needs, including bathing and grooming.

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

The 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 March 22, 2022 through April 26, 2022. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

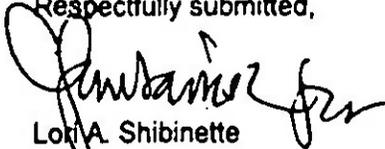
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties,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

Should the Governor and Council not authorize this request, older, isolated and frail adults, age 60 and older, and adults between the ages of 18 and 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; 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

**Division of Finance and Procurement  
Bureau of Contracts and Procurement  
Scoring Sheet**

**Project ID #** RFA-2023-BEAS-06-HOMEH

**Project Title** Home Health Services

	Maximum Points Available	Androscoggin Valley (AV) Home Care	Area HomeCare & Family Services, Inc	Easterseals - Hillsborough	Easterseals - Strafford	Home Healthcare, Hospice and Community Services	Lakes Region Community Services - Belknap	Lakes Region Community Services - Grafton	Lakes Region Community Services - Sullivan	Visiting Nurse Home Care & Hospice	Waypoint-Hillsborough	Waypoint-Merrimack
<b>Technical</b>												
Experience Q1	30	26	25	26	26	29	21	21	21	23	30	30
Capacity Q2	25	24	20	21	21	23	17	17	17	17	25	25
Ability Q3	35	33	34	31	31	22	15	15	15	10	34	34
Staffing Q4	10	8	10	9	9	9	9	9	9	8	10	10
<b>TOTAL POINTS</b>	<b>100</b>	<b>91</b>	<b>89</b>	<b>87</b>	<b>87</b>	<b>83</b>	<b>62</b>	<b>62</b>	<b>62</b>	<b>58</b>	<b>99</b>	<b>99</b>

<u>Reviewer Name</u>	<u>Title</u>
1 <u>Shawn Martin</u>	<u>Finance Administrator</u>
2 <u>Kathleen Gray</u>	<u>Bureau of Family Centered Support Staff</u>
3 <u>Thom O'Connor</u>	<u>BEAS Program Administrator</u>
4 <u>Alyssa Voisine</u>	<u>Program Planning &amp; Review Specialist</u>

Androscoggin Valley Home Care Services

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 103,890.22
2024	540-500382	SS Contracts	multiple	\$ 103,890.22
		Subtotal		\$ 207,780.44

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

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 514,800.00
2024	543-500385	Adult In Home Care	multiple	\$ 514,800.00
		Subtotal		\$ 1,029,600.00
		Grand Total		\$ 1,237,380.44

Area HomeCare Family Services, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 70,584.00
2024	540-500382	SS Contracts	multiple	\$ 70,584.00
		Subtotal		\$ 141,168.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 1,240,008.00
2024	543-500385	Adult In Home Care	multiple	\$ 1,240,008.00
		Subtotal		\$ 2,480,016.00
		Grand Total		\$ 2,621,184.00

Easter Seals New Hampshire, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 66,516.00
2024	540-500382	SS Contracts	multiple	\$ 66,516.00
		Subtotal		\$ 133,032.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 702,336.00
2024	543-500385	Adult In Home Care	multiple	\$ 702,336.00
		Subtotal		\$ 1,404,672.00
		Grand Total		\$ 1,537,704.00

Lakes Region Community Services Council

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 90,456.00
2024	540-500382	SS Contracts	multiple	\$ 90,456.00
		Subtotal		\$ 180,912.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 569,472.00
2024	543-500385	Adult In Home Care	multiple	\$ 569,472.00
		Subtotal		\$ 1,138,944.00
		Grand Total		\$ 1,319,856.00

## Visiting Nurse Home Care Hospice of Carroll County

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 39,800.00
2024	540-500382	SS Contracts	multiple	\$ 39,800.00
		Subtotal		\$ 79,600.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 108,000.00
2024	543-500385	Adult In Home Care	multiple	\$ 108,000.00
		Subtotal		\$ 216,000.00
		Grand Total		\$ 295,600.00

VNA at HCS, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 16,548.00
2024	540-500382	SS Contracts	multiple	\$ 16,548.00
		Subtotal		\$ 33,096.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 714,744.00
2024	543-500385	Adult In Home Care	multiple	\$ 714,744.00
		Subtotal		\$ 1,429,488.00
		Grand Total		\$ 1,462,584.00

Waypoint

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 239,515.00
2024	540-500382	SS Contracts	multiple	\$ 239,515.00
		Subtotal		\$ 479,030.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 1,196,952.00
2024	543-500385	Adult In Home Care	multiple	\$ 1,196,952.00
		Subtotal		\$ 2,393,904.00
		Grand Total		\$ 2,872,934.00

Subject: Home Health Services (RFA-2023-BEAS-06-HOMEH-04)

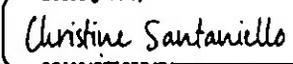
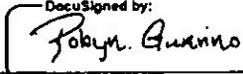
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. 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  Lakes Region Community Services Council		1.4 Contractor Address  719 North Main Street Laconia, NH 03246	
1.5 Contractor Phone Number  603-581-1505	1.6 Account Number  05-95-48-481010-7872; 05-95-48-481010-9255	1.7 Completion Date  6/30/2024	1.8 Price Limitation  \$1,319,856
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: 6/9/2022		1.12 Name and Title of Contractor Signatory  Rebecca Bryant CEO	
1.13 State Agency Signature DocuSigned by:  Date: 6/9/2022		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:  On: 6/9/2022			
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**

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**Revisions to Standard Agreement Provisions**

**1. Revisions to Form P-37, General Provisions**

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

**3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").**

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

**3.3. The parties may extend the Agreement for up 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.**

**1.3. 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, Grafton and Sullivan 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. Service Administration**

**1.7.1. Access to Services**

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

1.7.1.1.1. Accepting applications for services directly from an individual and in accordance with Section 1.7.2., below; and

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

**1.7.2. Client Request and Application for Services**

1.7.2.1. 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:

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

1.7.2.1.2. 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

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Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

**1.7.3. Client Eligibility Requirements for Services**

- 1.7.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.
- 1.7.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 1.7.7.2., 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.
- 1.7.3.3. 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.
- 1.7.3.4. 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.
- 1.7.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.2.
- 1.7.3.6. 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.

**1.7.4. Client Assessments and Service Plans**

- 1.7.4.1. 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.
- 1.7.4.2. 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.

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- 1.7.4.3. 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.
- 1.7.4.4. 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.
- 1.7.5. Person Centered Provision of Services
  - 1.7.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into all services provided under this Agreement:
    - 1.7.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
    - 1.7.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
    - 1.7.5.1.3. Individuals are listened to; needs and concerns are addressed.
    - 1.7.5.1.4. Individuals receive the information they need to make informed decisions.
    - 1.7.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
    - 1.7.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
    - 1.7.5.1.7. Individual's rights are affirmed and protected.
    - 1.7.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
    - 1.7.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or

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documents already being used by the Contractor.

**1.7.6. Client Fees and Donations**

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

**1.7.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.9.7. Adult Protection Services;**

**1.7.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12;**

**1.7.6.1.3. Shall ensure the donation is purely voluntary, and must not refuse services if an individual is unable or unwilling to donate;**

**1.7.6.1.4. Shall not bill or invoice clients and/or their families; and**

**1.7.6.1.5. Shall ensure that all donations support the program for which donations were given.**

**1.7.6.2. The Contractor shall comply with the fee requirements for Title XX Services. The Contractor:**

**1.7.6.2.1. May charge fees to individuals, (except as stated in Section 1.7.7. Adult Protection Services), receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.**

**1.7.6.2.2. Shall ensure that the sliding fee schedule complies with the requirements of New Hampshire Administrative Rule He-E 501.**

**1.7.6.2.3. 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.**

**1.7.6.2.4. Shall ensure that all fees support the program for which donations were given.**

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1.7.7. Adult Protection Services

- 1.7.7.1. 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.
- 1.7.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services described in this Agreement.
- 1.7.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
- 1.7.7.4. 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.

1.7.8. Referring Clients to Other Services

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

1.7.9. Client Wait Lists

- 1.7.9.1. 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.
- 1.7.9.2. 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.
- 1.7.9.3. The Contractor shall ensure individuals with adult protective needs in accordance with RSA 161-F:42-57 are given priority, and:
  - 1.7.9.3.1. If the Contractor has a waitlist for providing contracted services, then APS referrals shall be given priority on that waitlist.
- 1.7.9.4. The Contractor shall include at a minimum the following information on its wait list:
  - 1.7.9.4.1. The individual's full name and date of birth.
  - 1.7.9.4.2. The name of the service being requested.

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- 1.7.9.4.3. The date upon which the individual applied for services, which shall be the date the application was received by the Contractor.
- 1.7.9.4.4. The target date of implementing the services based on the communication between the individual and the Contractor.
- 1.7.9.4.5. 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 individual was determined eligible for Title XX services.
- 1.7.9.4.6. The individual's assigned priority on the wait list, determined in accordance with NH Administrative Rules He-E 501 and 502.
- 1.7.9.4.7. A brief description of the individual's circumstances and the services he or she needs.
- 1.7.9.5. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:
  - 1.7.9.5.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
  - 1.7.9.5.2. Declining mental or physical health of the caregiver.
  - 1.7.9.5.3. Declining mental or physical health of the individual.
  - 1.7.9.5.4. Individual has no respite services while living with a caregiver.
  - 1.7.9.5.5. Length of time on the wait list.
  - 1.7.9.5.6. 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.
  - 1.7.9.5.7. 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

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Administrative Rules He-E 501.14 (f) and  
He-E 502.13.

- 1.7.9.6. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 1.7.9.7. The Contractor shall make the wait list available to the Department upon request.
- 1.7.10. E-Studio Electronic Information System
  - 1.7.10.1. The Contractor shall use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
  - 1.7.10.2. 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.
  - 1.7.10.3. 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.
- 1.7.11. Grievance and Appeals Process
  - 1.7.11.1. 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:
    - 1.7.11.1.1. The client's name.
    - 1.7.11.1.2. The type of service received by the client.
    - 1.7.11.1.3. The date of written complaint or concern of the client.
    - 1.7.11.1.4. The nature/subject of the complaint or concern of the client.
    - 1.7.11.1.5. The staff position in the agency who addresses complaints and concerns.
    - 1.7.11.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

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- 1.7.11.2. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.
- 1.7.12. Client Feedback
  - 1.7.12.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.
- 1.7.13. Support Services During an Emergency, Disaster or Crisis
  - 1.7.13.1. The Contractor shall provide support services to eligible individuals who are homebound in accordance with the Older Americans Act during a declaration of emergency or disaster, which may include delivery services for essential needs.
  - 1.7.13.2. The Contractor shall provide COVID-19 pandemic support services, which may include, but not be limited to:
    - 1.7.13.2.1. Disseminating information about COVID-19 vaccines, and directing individuals with questions to additional sources of information.
    - 1.7.13.2.2. 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.
    - 1.7.13.2.3. Arranging and/or providing accessible transportation to COVID-19 vaccination sites for individuals and their caregivers.
    - 1.7.13.2.4. Planning and organizing vaccination activities.
    - 1.7.13.2.5. Assisting older adults to receive COVID-19 booster shots, if necessary.
    - 1.7.13.2.6. Providing Personal Protective Equipment (PPE) to staff and/or individuals served.
- 1.8. The Contractor shall provide sufficient staff who have the skills to perform all services specified in this Agreement.
- 1.9. The Contractor shall maintain a level of staffing necessary to perform and carry

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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.

- 1.10. 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.
- 1.11. The Contractor shall ensure that all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 1.12. 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:
  - 1.12.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
  - 1.12.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard;
  - 1.12.3. A description of time frames necessary for obtaining staff replacements;
  - 1.12.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
  - 1.12.5. A description of the method for training new staff members performing duties required under this Agreement.
- 1.13. 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.
- 1.14. The Contractor shall participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.
- 1.15. 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:
  - 1.15.1. Desk reviews; or
  - 1.15.2. On-site reviews.
- 1.16. Reporting
  - 1.16.1. The Contractor shall submit quarterly reports on the provision of Home Health services to the Department to ensure program compliance. The

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Contractor shall ensure:

- 1.18.1.1. 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
- 1.18.1.2. The report includes, but is not limited to:
  - 1.18.1.2.1. Expenses by program service provided.
  - 1.18.1.2.2. Revenue, by program service provided, by funding source.
  - 1.18.1.2.3. Total amount of donation and/or fees collected from all individuals as defined in Section 1.7.6.
  - 1.18.1.2.4. Actual Units served, by program service provided, by funding source.
  - 1.18.1.2.5. Number of unduplicated clients served, by service provided, by funding source.
  - 1.18.1.2.6. Number of Title III and Title XX clients served with funds not provided by the Department.
  - 1.18.1.2.7. Unmet need/waiting list.
  - 1.18.1.2.8. Lengths of time clients are on a waiting list.
  - 1.18.1.2.9. 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.
  - 1.18.1.2.10. Explanation describing the reasons for individuals' not receiving their planned services in this Agreement.
  - 1.18.1.2.11. A plan to address how to resolve the issues in Section 1.18.1.2.10.

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

**1.17. Performance Measure**

1.17.1. 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.

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**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 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."

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- 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.
  - 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

RB

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

**EXHIBIT B**

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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. 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. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-3, Budget.
4. 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:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. 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.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.beasinvoices@dhhs.nh.gov](mailto:dhhs.beasinvoices@dhhs.nh.gov) or mailed to:

Financial Manager  
Department of Health and Human Services

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

**EXHIBIT C**

105 Pleasant Street  
Concord, NH 03301

5. 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.
6. 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.
7. 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.
8. Audits
  - 8.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 8.1.1. 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.
    - 8.1.2. 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.
    - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 8.2. 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](mailto: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.
    - 8.2.1. 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.

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

**EXHIBIT C**

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- 8.3. 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.
- 8.4. 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 Rate Sheet

Home Health Services - Lakes Region Community Services Council (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	33,451	\$12.00	\$ 401,412.00
Title IIIB In Home Services	1/2 Hour	5,659	\$12.00	\$ 67,908.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -
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	33,451	\$12.00	\$ 401,412.00
Title IIIB In Home Services	1/2 Hour	5,659	\$12.00	\$ 67,908.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -

Contractor Initials: 03  
RB

Date: 6/9/2022

**Exhibit C-2 Rate Sheet**

<b>Home Health Services - Lakes Region Community Services Council (Grafton County)</b>				
<b>7/1/2022 through 06/30/2023 Service Units</b>				
<b>Adult In-Home Care</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
Title XX In Home Services	1/2 Hour	6,400	\$12.00	\$ 76,800.00
Title III B In Home Services	1/2 Hour	305	\$12.00	\$ 3,660.00
Title III B Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title III B Nursing	1/2 Hour	0	\$25.73	\$ -
<b>7/1/2023 through 06/30/2024 Service Units</b>				
<b>Adult In-Home Care</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
Title XX In Home Services	1/2 Hour	6,400	\$12.00	\$ 76,800.00
Title III B In Home Services	1/2 Hour	305	\$12.00	\$ 3,660.00
Title III B Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title III B Nursing	1/2 Hour	0	\$25.73	\$ -

Contractor Initials: OS  
RB

Date: 6/9/2022

**Exhibit C-3 Rate Sheet**

<b>Home Health Services - Lakes Region Community Services Council (Sullivan County)</b>				
<b>7/1/2022 through 06/30/2023 Service Units</b>				
<b>Adult In-Home Care</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service.</b>
Title XX In Home Services	1/2 Hour	7,605	\$12.00	\$ 91,260.00
Title IIIB In Home Services	1/2 Hour	1,574	\$12.00	\$ 18,888.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -
<b>7/1/2023 through 06/30/2024 Service Units</b>				
<b>Adult In-Home Care</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
Title XX In Home Services	1/2 Hour	7,605	\$12.00	\$ 91,260.00
Title IIIB In Home Services	1/2 Hour	1,574	\$12.00	\$ 18,888.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -

Contractor Initials: 03  
RB

Date: 6/9/2022



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: Lakes Region Community Services

6/8/2022

Date

DocuSigned by:

Name: Rebecca Bryant

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: Lakes Region Community Services

6/8/2022  
Date

DocuSigned by:  
  
Name: Rebecca Bryant  
Title: CEO

OS  
RB



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: Lakes Region Community Services

6/8/2022

Date

DocuSigned by:  
  
Name: REBECCA BRYANT  
Title: CEO

DS  
RB  
Contractor Initials  
Date 6/8/2022

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 – OJJOP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Contractor Initials

RB

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



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

Contractor Name: Lakes Region Community Services

6/8/2022

Date

DocuSigned by:  
  
Name: Rebecca Bryant  
Title: CEO

Exhibit G

Contractor Initials

RB

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: Lakes Region Community Services

6/8/2022

Date

DocuSigned by:  
  
Name: Rebecca Bryant  
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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Exhibit I  
Health Insurance Portability Act  
Business Associate Agreement  
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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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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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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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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Exhibit I

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

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

Department of Health and Human Services

Lakes Region Community Services

The State by:

Name of the Contractor

*Christine Santaniello*

*Rebecca Bryant*

Signature of Authorized Representative

Signature of Authorized Representative

Christine Santaniello

Rebecca Bryant

Name of Authorized Representative  
Associate Commissioner

Name of Authorized Representative

CEO

Title of Authorized Representative

Title of Authorized Representative

6/9/2022

6/8/2022

Date

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 (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Contractor Name: Lakes Region Community Services

6/8/2022

Date

DocuSigned by:  
  
 Name: Rebecca Bryant  
 Title: CEO

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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 DUNS number for your entity is: 122778277

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

NO  YES

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

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

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

NO  YES

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

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

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

- Name: \_\_\_\_\_ Amount: \_\_\_\_\_

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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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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

RB

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 Health and Human Services  
Amendment #1**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #47), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.6, Account Number, to read:  
05-95-48-481010-7872  
05-95-48-481010-9255  
05-95-48-481010-2638
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$310,600
3. Modify Exhibit C, Payment Terms, Section 1, to read:
  1. This Agreement is funded by:
    - 1.1. 58.64% Federal funds:
      - 1.1.1. 12.81% Older Americans Act Title III-B, as awarded on September 8, 2022 and February 13, 2023, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS and 2310NHOASS.
      - 1.1.2. 41.73% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR.
      - 1.1.3. 4.10% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supportive Services, CFDA 93.044, FAIN 2101NHSSC6.
    - 1.2. 41.36% General funds.
4. Modify Exhibit C, Payment Terms, Section 3 through Subsection 3.1, to read:
  3. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-1 Rate Sheet.
    - 3.1. Payment for COVID-19 discretionary funding shall be on a cost-reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-2, Amendment #1, SFY 2024 Budget.
5. Modify Exhibit C, Payment Terms, Section 4, to read:
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.beasinvoices@dhhs.nh.gov](mailto:dhhs.beasinvoices@dhhs.nh.gov) or mailed to:

Program Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301

- 6: Add Exhibit C-2, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

6/9/2023

Date

DocuSigned by:

*Melissa Hardy*

Name: Melissa Hardy

Title: Director, DLSS

Visiting Nurse Home Care & Hospice of Carroll County

6/6/2023

Date

DocuSigned by:

*Sandra Ruka*

Name: Sandra Ruka

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

6/9/2023

Date

DocuSigned by:  
*Robyn Guarino*  
748734964961460

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

<b>New Hampshire Department of Health and Human Services</b>	
<i>Complete one budget form for each budget period.</i>	
<b>Contractor Name:</b> <i>Visiting Nurse Home Care &amp; Hospice of Carroll County</i>	
<b>Budget Request for:</b> <i>Home Health Services</i>	
<b>Budget Period</b> <i>SFY 2024</i>	
<b>Indirect Cost Rate (if applicable)</b> <i>0.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$0
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)	
Retention Bonus	\$15,000
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$15,000</b>
<b>Total Indirect Costs</b>	
<b>TOTAL</b>	<b>\$15,000</b>

Contractor Initials DS  
SR  
 Date 6/6/2023

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

Business ID: 183187

Certificate Number: 0006242549



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of June A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State

### CERTIFICATE OF AUTHORITY

I, Andrea Masters, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Visiting Nurse Home Care and Hospice of Carroll County
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on Jan. 10, 2012, at which a quorum of the Directors/shareholders were present and voting.

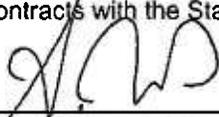
**VOTED:** That Sandra Ruka, Executive Director (may list more than one person)

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

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

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

Dated: 6/5/23

  
\_\_\_\_\_  
Signature of Elected Officer

Name: Andrea Masters

Title: Vice President, Board of Directors





## **Our Mission**

**We use our passion for compassion to provide exceptional home health care, enabling independent living and quality of life for our clients and their families.**

*Passionate people. Compassionate care.*



**FINANCIAL STATEMENTS**

**June 30, 2022 and 2021**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Visiting Nurse Home Care & Hospice of Carroll County

### ***Opinion***

We have audited the accompanying financial statements of Visiting Nurse Home Care & Hospice of Carroll County, which comprise the balance sheets as of June 30, 2022 and 2021, 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 Visiting Nurse Home Care & Hospice of Carroll County as of June 30, 2022 and 2021, 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 Visiting Nurse Home Care & Hospice of Carroll County 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 opinion.

### ***Responsibilities of Management 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, 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 misstatement, 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 Visiting Nurse Home Care & Hospice of Carroll County'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  
Visiting Nurse Home Care & Hospice of Carroll County  
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 Visiting Nurse Home Care & Hospice of Carroll County'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 Visiting Nurse Home Care & Hospice of Carroll County'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 Dawn McNeil & Parker, LLC*

Manchester, New Hampshire  
November 1, 2022

## VISITING NURSE HOME CARE &amp; HOSPICE OF CARROLL COUNTY

## Balance Sheets

June 30, 2022 and 2021

## ASSETS

	<u>2022</u>	<u>2021</u>
Current assets		
Cash and cash equivalents	\$ 2,118,192	\$ 1,631,610
Patient accounts receivable, net	363,869	518,378
Other current assets	<u>139,360</u>	<u>130,770</u>
Total current assets	2,621,421	2,280,758
Assets limited as to use	3,035,198	3,470,968
Property and equipment, net	<u>59,052</u>	<u>36,363</u>
Total assets	<u>\$ 5,715,671</u>	<u>\$ 5,788,089</u>

## LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 74,801	\$ 42,029
Accrued payroll and related expenses	248,850	272,473
Deferred grant revenue	<u>33,372</u>	<u>-</u>
Total current liabilities	<u>357,023</u>	<u>314,502</u>
Net assets		
Without donor restrictions	5,326,639	5,440,839
With donor restrictions	<u>32,009</u>	<u>32,748</u>
Total net assets	<u>5,358,648</u>	<u>5,473,587</u>
Total liabilities and net assets	<u>\$ 5,715,671</u>	<u>\$ 5,788,089</u>

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

**VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY**

**Statements of Operations**

**Years Ended June 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
Operating revenue		
Net patient service revenue	\$ 3,502,921	\$ 3,229,646
Grant revenue	211,946	222,064
Net assets released for operations	739	9,799
COVID-19 relief funding and other operating revenue	<u>109,031</u>	<u>674,716</u>
Total operating revenue	<u>3,824,637</u>	<u>4,136,225</u>
Operating expenses		
Salaries and benefits	2,590,802	2,528,898
Other operating expenses	1,041,234	897,318
Depreciation	<u>25,571</u>	<u>23,699</u>
Total operating expenses	<u>3,657,607</u>	<u>3,449,915</u>
Operating gain	<u>167,030</u>	<u>686,310</u>
Other revenue and gains (losses)		
Contributions	99,860	59,849
Investment income, net	71,857	73,840
Change in fair value of assets limited as to use	<u>(470,447)</u>	<u>617,146</u>
Total other revenue and gains (losses)	<u>(298,730)</u>	<u>750,835</u>
(Deficit) excess of revenues and gains over expenses and losses	<u>(131,700)</u>	<u>1,437,145</u>
Net assets released from restrictions for capital acquisition	<u>17,500</u>	<u>-</u>
(Decrease) increase in net assets without donor restrictions	<u>\$ (114,200)</u>	<u>\$ 1,437,145</u>

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

## VISITING NURSE HOME CARE &amp; HOSPICE OF CARROLL COUNTY

## Statements of Changes in Net Assets

Years Ended June 30, 2022 and 2021

	Without Donor Restrictions	With Donor Restrictions	Total
Balances, June 30, 2021	\$ 4,003,694	\$ 18,547	\$ 4,022,241
Excess of revenue and gains over expenses	1,437,145	-	1,437,145
Net assets released from restrictions for operations	-	(9,799)	(9,799)
Contributions	-	24,000	24,000
Change in net assets	<u>1,437,145</u>	<u>14,201</u>	<u>1,451,346</u>
Balances, June 30, 2021	<u>5,440,839</u>	<u>32,748</u>	<u>5,473,587</u>
Deficit of revenue and gains over expenses and losses	(131,700)	-	(131,700)
Net assets released from restrictions for capital acquisition	17,500	(17,500)	-
Net assets released from restrictions for operations	-	(739)	(739)
Contributions	-	17,500	17,500
Change in net assets	<u>(114,200)</u>	<u>(739)</u>	<u>(114,939)</u>
Balances, June 30, 2022	<u>\$ 5,326,639</u>	<u>\$ 32,009</u>	<u>\$ 5,358,648</u>

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

**VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY**

**Statements of Cash Flows**

**Years Ended June 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities		
Change in net assets	\$ (114,939)	\$ 1,451,346
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	25,571	23,699
Change in fair value of assets limited as to use	470,447	(617,146)
Contributions restricted for long-term purposes	(17,500)	-
(Increase) decrease in		
Patient accounts receivable	154,509	(191,559)
Other current assets	(8,590)	(2,585)
Increase (decrease) in		
Accounts payable and accrued expenses	32,772	5,193
Accrued payroll and related expenses	(23,623)	72,585
Deferred grant revenue	<u>33,372</u>	<u>(527,281)</u>
Net cash provided by operating activities	<u>552,019</u>	<u>214,252</u>
Cash flows from investing activities		
Purchases of assets limited as to use	(271,215)	(398,381)
Proceeds from sale of assets limited as to use	236,538	358,835
Capital expenditures	(48,260)	(9,988)
Contributions received for long-term purposes	<u>17,500</u>	<u>-</u>
Net cash used by investing activities	<u>(65,437)</u>	<u>(49,534)</u>
Net increase in cash and cash equivalents	486,582	164,718
Cash and cash equivalents, beginning of year	<u>1,631,610</u>	<u>1,466,892</u>
Cash and cash equivalents, end of year	<u>\$ 2,118,192</u>	<u>\$ 1,631,610</u>

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

## VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

### Notes to Financial Statements

June 30, 2022 and 2021

#### 1. Summary of Significant Accounting Policies

##### Organization

Visiting Nurse Home Care & Hospice of Carroll County (the Association) is a non-stock, non-profit corporation organized in the State of New Hampshire. The Association's primary purpose is to provide comprehensive home care services to communities in New Hampshire.

##### Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as described below 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 (Board).

**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.

##### Income Taxes

The Association is a not-for-profit corporation as described in 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.

## VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

### Notes to Financial Statements

June 30, 2022 and 2021

#### Use of Estimates

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

#### Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

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

#### 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 \$363,869, \$518,378, and \$326,819 as of June 30, 2022, 2021, and 2020, respectively.

#### Assets Limited As To Use

Assets limited as to use consist of investments designated by the Board for long-term growth. The Association reports investments at fair value and has elected to report all gains and losses in the (deficit) excess of revenue and gains over expenses and losses to simplify the presentation of these accounts in the statement of operations, unless otherwise stipulated by the donor or State law.

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

## VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

### Notes to Financial Statements

June 30, 2022 and 2021

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

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.

## VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

### Notes to Financial Statements

June 30, 2022 and 2021

#### 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 statement of operations and changes in net assets as net assets released from restrictions. Donor-restricted contributions for operating purposes whose restrictions are met in the same year as received are reflected as contributions without donor restrictions in the accompanying financial statements. Donor-restricted contributions for long-term purposes whose restrictions are met in the same year as received are reflected as contributions with donor restrictions in the accompanying financial statements.

#### COVID-19 and Relief Funding

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.

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.

#### CARES Act Provider Relief Stimulus Funds

The Association received emergency federal grant funding under the CARES Act from the Provider Relief Fund (PRF), which were funds to support healthcare providers in responding to the COVID-19 outbreak.

## VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

### Notes to Financial Statements

June 30, 2022 and 2021

The PRF was administered by the U.S. Department of Health and Human Services. These funds were used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF were considered conditional contributions and were recognized as revenue when qualifying expenditures or lost revenues were incurred. The following table outlines the distributions received, period of availability, and revenue recognized during the years ended June 30, 2022 and 2021.

<u>Distribution Period</u>	<u>Distribution Amount</u>	<u>Funds Available for Use Through</u>	<u>Revenue Recognized in 2022</u>	<u>Revenue Recognized in 2021</u>
Period 1 (4/10/2020 to 6/30/2020)	\$ 136,384	6/30/2021	\$ -	\$ -136,384

#### **CARES Act Front-Line Employees Hazard Pay Grant Program**

The Association also received and recognized \$63,750 of CARES Act money passed through the State of New Hampshire for hazard pay during the year ended June 30, 2021. These funds are recognized as COVID-19 relief funding and other operating revenue in the statement of operations for the year ended June 30, 2021. Management believes the position taken is a reasonable interpretation of the rules, subject to any further clarification.

#### **CARES Act Paycheck Protection Program**

On April 17, 2020, the Association received a loan from the U.S. Small Business Administration (SBA) under the CARES Act Paycheck Protection Program (PPP) in the amount of \$385,805. The loan was 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 Association received notification of forgiveness on January 5, 2021. The Association followed the conditional contribution model to account for the PPP loan and, accordingly, recorded the forgiveness of the loan as COVID-19 relief funding and other operating revenue on the statement of operations for the year ended June 30, 2021.

#### **American Rescue Plan Act**

On March 11, 2021, the U.S. government enacted the American Rescue Plan Act (ARPA). ARPA, amongst other things, provided support for health and human services workforce development in response to COVID-19 and broader economic impacts of the pandemic. The Association received \$41,883 in grant funding under ARPA during the year ended June 30, 2022 for the purpose of workforce investment. The Association incurred qualifying recruitment and retention expenses of \$14,713 as of June 30, 2022, which is recognized as COVID-19 relief funding and other operating revenue of the statement of operations. The unspent ARPA funds as of June 30, 2022 of \$27,170 is included in deferred grant revenue on the balance sheet.

**VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY**

**Notes to Financial Statements**

**June 30, 2022 and 2021**

**2. Availability and Liquidity of Financial Assets**

As of June 30, 2022, the Association has working capital of \$2,264,398 and average days (based on normal expenditures) cash and liquid investments on hand of 213 which includes only cash and cash equivalents, as all investments are board designated for investment.

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>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 2,118,192	\$ 1,631,610
Patient accounts receivable, net	363,869	518,378
Grant receivable	<u>37,746</u>	<u>33,518</u>
Financial assets available to meet cash needs for general expenditures	<u>\$ 2,519,807</u>	<u>\$ 2,183,506</u>

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

- Operating within a prudent range of financial soundness and stability;
- Maintaining adequate liquid assets; and
- Maintaining sufficient reserves to provide reasonable assurance that long-term commitments will continue to be met, ensuring the sustainability of the Association.

**3. Assets Limited As To Use**

Assets limited as to use, stated at fair value, are as follows:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 56,335	\$ 39,472
Equity securities	1,070,069	1,351,264
Mutual funds	<u>1,908,794</u>	<u>2,080,232</u>
Total assets limited as to use	<u>\$ 3,035,198</u>	<u>\$ 3,470,968</u>

## VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

### Notes to Financial Statements

June 30, 2022 and 2021

#### 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 the Association's assets limited as to use is measured on a recurring basis using Level 1 inputs.

#### 4. Property and Equipment

Property and equipment consists of the following:

	<u>2022</u>	<u>2021</u>
Furniture and equipment	\$ 314,499	\$ 372,455
Leasehold improvements	<u>155,877</u>	<u>155,877</u>
Total cost	470,376	528,332
Less accumulated depreciation	<u>411,324</u>	<u>491,969</u>
Property and equipment, net	<u>\$ 59,052</u>	<u>\$ 36,363</u>

**VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY**

**Notes to Financial Statements**

**June 30, 2022 and 2021**

**5. Net Patient Service Revenue**

Net patient service revenue is as follows:

	<u>2022</u>	<u>2021</u>
Medicare	\$ 2,471,180	\$ 2,032,730
Medicaid	217,793	287,738
Other third-party payers and private pay	<u>813,948</u>	<u>909,178</u>
Total	<u>\$ 3,502,921</u>	<u>\$ 3,229,646</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 financial statements.

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 payer or group of payers results in the recognition of revenue approximating that which would result from applying the analysis at the individual patient level.

## VISITING NURSE HOME CARE &amp; HOSPICE OF CARROLL COUNTY

## Notes to Financial Statements

June 30, 2022 and 2021

6. Functional Expenses

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

	<u>2022</u>	<u>2021</u>
Program services		
Salaries and benefits	\$ 2,094,425	\$ 2,082,805
Other operating expenses		
Program supplies	107,494	60,492
Contract services	155,354	143,032
Transportation	132,905	137,717
Software maintenance	61,079	62,861
Other	280,700	251,601
Depreciation	<u>20,672</u>	<u>19,518</u>
Total program services	<u>2,852,629</u>	<u>2,758,026</u>
Administrative and general		
Salaries and benefits	496,377	446,093
Other operating expenses		
Contract services	217,443	169,944
Transportation	5,253	4,319
Software maintenance	14,477	13,464
Other	66,529	53,888
Depreciation	<u>4,899</u>	<u>4,181</u>
Total administrative and general	<u>804,978</u>	<u>691,889</u>
Total	<u>\$ 3,657,607</u>	<u>\$ 3,449,915</u>

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

## VISITING NURSE HOME CARE &amp; HOSPICE OF CARROLL COUNTY

## Notes to Financial Statements

June 30, 2022 and 2021

7. Commitments and ContingenciesLeases

Leases that do not meet the criteria for capitalization are classified as operating leases with related rental charges to operations as incurred. The Association's operating lease for its office facilities expires August 31, 2022; and is undergoing renegotiations. The Association will pay \$4,600 per month until the new lease is executed.

Rental expense amounted to \$65,013 in 2022 and \$47,840 in 2021.

Malpractice Insurance

The Association insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at June 30, 2022 and 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. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available in future periods.

8. 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>2022</u>	<u>2021</u>
Hospice pet care	\$ 4,665	\$ 4,665
Advanced care planning	1,000	1,000
Crossings program	5,425	5,425
Palliative program	13,529	13,529
Simple comforts	<u>7,390</u>	<u>8,129</u>
Total net assets with donor restrictions	<u>\$ 32,009</u>	<u>\$ 32,748</u>

**VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY**

**Notes to Financial Statements**

**June 30, 2022 and 2021**

**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 accounts receivable, by funding source:

	<u>2022</u>	<u>2021</u>
Medicare	57 %	64 %
Other	<u>43</u>	<u>36</u>
Total	<u>100 %</u>	<u>100 %</u>

**10. Subsequent Events**

For financial reporting purposes, subsequent events have been evaluated by management through November 1, 2022, which is the date the financial statements were available to be issued.

**Visiting Nurse Home Care & Hospice of Carroll County**  
**Board of Directors**  
Effective 1/24/23

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2021-2024

**Myles Crowe, President**

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2021-2024

**Andrea Masters, Vice President**

5/1/18

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Treasurer – vacant

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Secretary – vacant

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2021-2024

Theresa "Tracy" Grisez

6/4/19

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2021-2024

Joan Lanoie

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2022-2025

Nancy Lohmiller

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2022-2025

Kim Lopashanski

2020-2022

Valerie Lozier, PsyD, FNP-BC

9/15/20

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2021-2024

Patricia Mason

6/4/19

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2022-2025

Dawn Morrison

7/1/22

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2020-2022  
Gail Paine

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2020-2022  
Susan Ruka

**Sandra L. Ruka**

**PROFESSIONAL INFORMATION**

Registered Nurse State of NH # 024267-21  
1978 to present

**EXPERIENCE**

<b><u>Date</u></b>	<b><u>Title</u></b>	<b><u>Employer</u></b>
2008-present	Executive Director	Visiting Nurse Home Care & Hospice of Carroll County (formerly Visiting Nurse and Hospice Care Services of Northern Carroll County name change post merger with Carroll County Health and Home Care services)
2002-2008	Hospice Administrator Quality Improvement Clinical Director	Visiting Nurse and Hospice Care Services of Northern Carroll County
1999-2002	Patient Advocate	The Memorial Hospital North Conway, NH
1998-2002	Case Manager / Department Head	The Memorial Hospital North Conway, NH
1996-1997	Clinical Instructor Certified Nursing Assistant Program	College for Lifelong Learning Conway, NH
1991-1998	Staff RN –Clinical Nurse III Maternity Department 230 deliveries/yearly	The Memorial Hospital North Conway, NH
1989-1991	Staff RN-Emergency Department 1800 visits yearly Staff RN- Maternity Department	The Memorial Hospital North Conway, NH
1988-1989	Clinical Manager Emergency Department	The Memorial Hospital North Conway, NH

	10 staff members	
1986-1988	Staff RN- Emergency Department	The Memorial Hospital North Conway, NH
1981-1986	Night Supervisor	The Memorial Hospital North, Conway, NH
1979-1981	Assistant Head Nurse 29 bed Medical Surgical Unit	The New England Baptist Hospital Boston, MA
1978-1981	Staff Nurse 29 bed Medical Surgical Unit	The New England Baptist Hospital Boston, MA

### **EDUCATION**

<b><u>Date</u></b>	<b><u>Educational Institution</u></b>	<b><u>Program</u></b>
2000-2003	University of New Hampshire	MS in Nursing
1998-2001	University of New Hampshire	BS in Nursing
1996 – 1997	College for Life Long Learning	Liberal Arts Courses
1975 – 1978	New England Baptist Hospital School of Nursing	Diploma in Nursing
1975 – 1978	Pine Manor College	Associate of Science

### **PROFESSIONAL MEMBERSHIPS**

Member Board of Directors Home Care Association of New Hampshire  
 Chair Education Committee Home Care Association of New Hampshire  
 Member of NH Home Care Association's Legislative Action Committee  
 Member of NH Home Care Associations Dual Eligible's Committee  
 President Board of Managers-Rural Home Care Network  
 Board of Managers White Mountain Community Health Council  
 Agency membership Home Care Association of New Hampshire  
 Agency membership Visiting Nurse Association of America

### **HONORS**

Visiting Nurse and Hospice Care Services of Northern Carroll County recipient of the Bob Morrell Community Service Award 2009

Sigma Theta Tau International Nursing Honor Society

Recipient The Memorial Hospital Scholarship, 1998, North Conway, NH.

Recipient The Memorial Hospital Volunteers Scholarship, 1998, North Conway, NH

### **PUBLICATIONS**

Ongoing bi-weekly newspaper articles "Home Health Matters" highlighting current issues and trends in home health and health care industry

Nov. 2003 poster presentation on Long Term Care Nurse Role in End of Life decision Making (Master's thesis) at Gerontological Society of America Annual Symposium

### **PRESENTATIONS**

Monthly community meetings to present available community services

Formal presentations to local community groups regarding community services and supports

May 2012 and Nov. 2007 Panel member presentation on Hospice Care and End of Life Care

June 2007 Role of LNA in Hospice Care to Carroll County Home and Health Care

June 2005 Presented seminar on End of Life Care for University of New Hampshire Continuing Education

Multiple community presentations on home and hospice care

Appearances on local access cable television and radio discussing hospice care and home care

### **PROFESSIONAL ACCOMPLISHMENTS**

Provided oversight and direction to the successful merger of Visiting Nurse and Hospice Care Services of Northern Carroll County and Carroll County Health and Home Care Services. This merger affords the agency the opportunity to provide integrated community based services to the residents of Carroll County.

# Kelly Peckham, RN

## Employment Highlights

### **Visiting Nurses, Home care and Hospice of Carroll County**

#### **Clinical Director**

**2020-present**

- Coordinates and oversees all direct and indirect patient service.
- Establishes, implements and evaluates goals and objectives for services
- Completes competency and performance evals.
- Interviewing and hiring of new staff
- Assists with evaluation of organization performance

#### **Clinical Coordinator**

**2018-2020**

- Responsible for the day to day clinical administrative operation of the Agency
- Scheduling oversight
- Policy and procedure review and development
- Assess staff develop needs and create programs/ procedures to meet those needs
- 

#### **RN Case Manager**

**2016-2018**

- Responsible for a caseload of up to 25 homecare patients including skilled, LTC and Hospice
- Collaborates with other disciplines to determine needs of each patient, and manage plan of care.
- Perform a variety of skills including CP assessment, education, wound care, and other skilled interventions such as wound vacs, enteral feeds, IV therapy as ordered.
- Trained new Case Managers

#### **Homecare RN Case Manager**

**2014-2016**

##### **Pemi-Baker Community Health**

- Responsible for a caseload of up to 25 homecare patients.
- Collaborates with other disciplines to determine needs of each patient, and manage plan of care.
- Perform a variety of skills including CP assessment, education, wound care, and other skilled interventions such as wound vacs; enteral feeds, IV therapy as ordered.
- Trained new Case Managers

**Clinical Nurse, RN**

**2013-2014**

Lakes Region General Hospital, Laconia, NH

- Senior Service Med-Surg unit. Care for up to 5 patients.
- Performed a variety of skills including MIST therapy, Wound Vacs, enteral/parenteral nutrition, blood transfusions.

**Camp Nurse, RN**

**Summer 2013**

Camp Deerwood, Holderness NH

- Oversees all aspects of health care for the camp community.
- Respond to emergencies, injuries and illness.
- Manage medications, maintenance of the health center and record logs.
- Communication with parents regarding health concerns.

## Education

**Great Bay Community College, Portsmouth, NH**

**May 2013**

- Completed Associates Degree in Nursing
- Clinical Experience: Coronary Care Unit (Frisbie Memorial), Telemetry (Wentworth-Douglas), Med-Surg (Holy-Family), Wound care (Portsmouth Hospital)

**Plymouth State College, Plymouth, NH**

**May 2002**

- Completed B.S. in Physical Education
- Specializations: Fitness & Rehab  
Health Fitness Administration
- Minor: Health

## Selected Skills and Abilities

- Skilled in computers: Managed complex billing programs and EMR's
- Efficient and highly organized
- Promotion of health and wellness through teaching
- Maintained safe environment for clients and staff
- Fazzi ICD-10 online training 20 CEU course

**References:** Available on request

## **Rosalie V. Miles**

### **Experience**

#### **Visiting Nurse Home Care & Hospice of Carroll County, North Conway, NH**

**March 2000 to Present**

##### **Human Resource Director – 2017 - Present**

- Manages the staffing process; recruiting, interviewing and hiring of new staff. Maintaining personnel files of all employees and contract staff. Responsible for agency insurances (health, dental, voluntary benefits, workers compensation and all agency professional and liability coverage. Serves as a link between agency management and employees.

##### **Intake Coordinator – 2014 - 2017**

- Received patient referrals from hospitals, rehabilitation facilities, nursing homes and physicians. Referrals were entered into electronic medical record, information was relayed to clinical staff as well as agency management.

##### **Clinical Staff Scheduler – 2010 - 2013**

- Manage healthcare staff scheduling for home visits with computerized scheduling program and assigning staff to clients based on acuity and geographic location.

##### **Receptionist/Administrative Assistant – 2000 to 2010**

- Answered phone lines, fundraising, performed accounts payable duties and reconciled bank accounts and day to day administrative tasks.

#### **Everett N. Dobson & Sons, Falmouth, ME**

**March 1999 to March 2000**

##### **Office Manager**

- Managed accounting records for three general contracting divisions, performed all aspects of office procedures, typing, filing, and phone coverage.

#### **Wicked Good Store, Lovell, ME**

**July 1993 to November 1997**

##### **Owner/Operator**

- Convenience Store/Restaurant. - Focused on customer satisfaction and creating customer loyalty. Hired, trained and supervised 8 employees. Increased sales by 32% after expanding square footage of kitchen area and retail space.

### **Education**

**January 1998 to March 1999**

#### **Andover College (NKA, Kaplan University), Portland, ME**

- Returned to college as an adult learner after selling convenience store/restaurant.
- Associates in Applied Science Degree, Business Administration.
- Grade Point Average 3.6

# ASHLEE CHAINE

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## EMPLOYMENT

**Feb 2018-Current**

**Long Term Care and Social Service Coordinator**

Works directly with clients and families to find the appropriate resources and services to meet their individual needs and provide ongoing case management. Oversee the daily needs of the Long-Term Care Program. Work with the Clinical Director to hire and oversee the homemaking and LNA staff. Organize ongoing education and presentations for LNA licensing. Key member of grant writing team to support agency mission and programming. Direct Service Member of the Hospice and Palliative care team. Member of the strategic planning team focused on the future and growth of the agency. Trained Virtual Dementia Tour facilitator for personal and community workshops to advance dementia understanding.

**Dec 2017-June 2018**

**Substitute Teacher- MSAD#72**

Perform role and duties of primary teacher, tech or staff member during an absence.

**April 2016-Dec 2017**

**Care Coordinator- Elder Independence of Maine (EIM)-Lewiston, ME**

Assist disabled and elderly individuals and their families accessing long term care services in the state of Maine. We support our consumers to achieve their maximum independence, to maintain living at home, increase quality of life and health outcomes. This is done through assessment, planning, implementing, monitoring and coordination of services and state/community resources. Time is spent exploring ways to self-identify health, social, emotional and personal care needs and develop solutions and resolution through education and coaching. Update and maintain consumer records for accuracy and level of care within the state regulations. Report unsafe situations to APS and work with consumers and families to correct the situation.

**2011-2016**

**Patient Navigator; Case Management; Memorial Hospital- North Conway, NH**

Interview, document and coordinate medical and social services to support the needs of patients, families and caregivers across the full spectrum of age and diverse needs. Collaborate with community agencies to provide resources and education for both staff, patients and community while building partnerships/work groups between agencies such as Kennett Middle School, Starting Point, Division for Children Youth and Families, Adult Protective, Local Subutex programs, and mental health counselors. Key player in the implementation of new Prenatal Substance Abuse Program. Screen, enroll, and navigate a complex health system for eligible women for various breast assistance programs and provide educational forums. Search, apply and sustain grant funding for Breast Patient Programs. Lead and develop training for a major hospital initiative focused on improving the quality of the employee and patient experience. Maintain clerical needs and statistical data for the Quality department.

**2006-2011**

**Clerk; Health Information Services; Memorial Hospital – North Conway, NH**

Analyze & maintain patient records, complete legal, state, and personal requests for records, update/establish policies and procedures, interview potential staff, train new employees, and have experience with insurance precertification. NH Birth Registrar. Order supplies for department and maintain budget.

**2002-2006**

**Head Waitress, Guldies Restaurant - North Conway, NH**

Maintain weekly schedules, filing, payroll, staff training, and other duties as needed to proficiently manage a dining room.

**Certifications:**

2022- Current

2017-2020 Youth Mental Health First Aid

## **Achievements**

**2020-Partnership for Public Health -Outstanding Public Servants Award**

**2013- Memorial Hospital Employee of the Year**

Annual award given to an outstanding employee whom exceeds expectations in all areas of his or her job.

**2013- Certified Professional in Healthcare Quality-** Passed certification through the National Association for Healthcare Quality on the following areas in healthcare: data analytics, performance improvement, risk management, patient safety and **management and leadership, information management.**

**2014-Team Spirit Department Award**

Annual award given to a department at Memorial Hospital that has shown outstanding teamwork throughout the year; Case Management

## **Volunteer Position**

**2019- Current MSAD #72 Schoolboard Member**

Committees- Transportation & Facilities & Personnel (Contract Negotiations)

**2019- Current Fryeburg Area Rotarian**

**2020- Current Fryeburg Academy Raider Booster Club Board of Directors**

Secretary & Scholarship Committee

**2016-2017 C.A. Snow School P.T.A. Vice President**

Main responsibilities: fundraising activities, parent recruitment and social media- Organizer of our local 5K Color Run for Fun with over 250 participants and 50 volunteers/vendors/sponsors.

**2009-2015 Domestic Violence, Sexual Violence and Stalking Advocate; Starting Point- Conway, NH**  
Trained to educate and support victims and families of Domestic Violence, Sexual Violence & Stalking.

## **EDUCATION**

**2008-2013**

Granite State College.

Associate Degree: General Studies

Bachelor's of Behavioral Sciences

References available upon request

**KAREN ROYER**

**Experience:**

**2006-Present Carroll County Home and Health Care, Chocorua, NH (2006-2011)  
Visiting Nurse, Home Care & Hospice of Carroll County, NH (2012-2013  
merged name)**

***Long Term Care Financial Manager (2012-present)***

Manage Long Term Care accounts receivables, client and state billings, authorizations, and tracking. Complete state contract reporting requirements, agency LTC internal tracking & reporting. Assist with Agency Financials, Manage Service Link Financial data. Back up for Payroll. Prepare LTC data and reports for audits, RFP's, and funding requests.

***Financial Manager (2008-2011)***

Responsible for Accounts Receivable, Accounts Payable, Payroll, Billing, Agency reporting, State Contract Reporting, Financials, Funding requests, State Contract Requirements, Audits, Bank Accounts.

***Administrative Financial Assistant (2006-2008)***

Responsible for Medicaid HCBC billing, maintaining and auditing of all charts, processing data and reports, creating and implementing internal processes streamlining the organizational flow and reducing costs. Maintain logs, tracking,

**1998-2004 Measured Progress, Dover, New Hampshire  
(Assessment Testing)**

***Data Processor***

Lead Data Processor primarily responsible for the planning, development, implementation, and maintenance of large-scale databases. Coordinated and managed data processing functions to ensure accurate quality production. Assume leadership role identifying opportunities for process improvement, detailing, documenting, and implementing solutions resulting in cost savings. Trained and provided supervision to temporary and regular subordinate personnel.

**1989-1998 Northeast Health Care Quality Foundation, Dover, New Hampshire  
(Peer Review Organization for Medicare and Medicaid)**

***Information System Coordinator (1995-1998)***

Analyze the information needs of all departments to coordinate, plan, develop, implement and maintain automated processes insuring accurate, quality production and reporting while reducing efforts and costs.

***Data Operations Assistant (1992-1995)***

Maintained system data files for processing and analyzing claims ensuring accurate reporting to state and federal agencies.

**KAREN ROYER**

***Data Clerk*** (1989-1992)  
Data entry and verification.

**Education:**

- NH Technical College, 1999-2000, Computer Technology
- McKintosh College, Dover NH, 1979-1981, Accounting
- Office Management, 1987 NH Job Training

**Jennifer L. Grise, APRN**

**Licensure and certification:**

APRN and RN - New Hampshire since 2010

C-FNP - American Nurses Credentialing Center - since 1989

**Education:**

1997 - Post-graduate certificate, Health Care Management - Georgetown University, Washington, DC

1989 - Masters of Science in Nursing - Family Nurse Practitioner Program - University of Virginia, Charlottesville, VA

1980 - Bachelors of Science in Nursing - Georgetown University, Washington, DC

**Experience:**

2011-2019 - Clinical Case Manager - Memorial Hospital, MaineHealth, North Conway, NH

1991-2010 - Foreign Service Health Practitioner - U.S. Department of State, Washington, DC. Includes tours of duty in Accra, Ghana and Tashkent, Uzbekistan. Includes positions as Deputy Director - Foreign Programs, Deputy Director FSHP Program, and Director Medical Informatics.

2007-2009 - Family Nurse Practitioner - Minute Clinic, Arlington, VA

1989-1991 - Family Nurse Practitioner - private practice, Manassas, VA

1985-1987 - Nurse - primary care & community health - Surabaya, Indonesia

1984-1985 - Community health educator, Project CARE - Surabaya, Indonesia

1983-1985 - Nurse - primary care & community health - U.S. Embassy, Jakarta, Indonesia

1983-1984 - Community health educator, Christian Children's Fund - Jakarta, Indonesia

1982-1983 - Nurse, inpatient care - National Institutes of Health, Bethesda, MD

1980-1982 - Nurse, inpatient care - Arlington Hospital, Arlington, VA

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Sandra Ruka, MS RN	Agency Director	\$4646.00
Kelly Peckham, RN	Clinical Director	\$3852.00
Rosalie Miles	HR Director	\$2727.00
Ashley Chaine	LTC Coordinator	\$2559.00
Karen Royer	Payroll Admin / LTC Biller	\$2448.00
Jennifer Grise APRN	APRN	\$0

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

Lori A. Shiblette  
Commissioner

Melissa A. Hardy  
Director

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-5034 1-800-852-3345 Ext. 5034  
FAX: 603-271-5166 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

June 8, 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 contracts with the Contractors listed below in an amount not to exceed \$11,347,242.44 for the provision of home health services, with the option to renew for up to four (4) additional years, effective July 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 58.8% Federal Funds. 41.2% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Androscoggin Valley Home Care Services (Berlin, NH)	157347	Coos County	\$1,237,380.44
Area HomeCare Family Services, Inc. (Portsmouth, NH)	166931	Rockingham County	\$2,621,184
Easter Seals New Hampshire, Inc. (Manchester, NH)	177204	Hillsborough (Manchester, Milford, Nashua) and Strafford Counties	\$1,537,704
Lakes Region Community Services Council (Laconia, NH)	177251	Belknap, Grafton and Sullivan Counties	\$1,319,856
Visiting Nurse Home Care & Hospice of Carroll County (North Conway, NH)	225191	Carroll County	\$295,600
VNA at HCS, Inc. (Keene, NH)	177274	Cheshire County	\$1,462,584
Waypoint (Manchester, NH)	177166	Hillsborough and Merrimack Counties	\$2,872,934
		<b>Total:</b>	<b>\$11,347,242.44</b>

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

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**

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

Approximately 6,226 individuals will be served during State Fiscal Years 2023 and 2024.

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

In-Home Health Aide Services provide assistance with managing individual personal care needs, including bathing and grooming.

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

The 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 March 22, 2022 through April 26, 2022. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

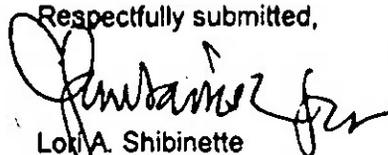
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties,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

Should the Governor and Council not authorize this request, older, isolated and frail adults, age 60 and older, and adults between the ages of 18 and 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; 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

**Division of Finance and Procurement  
Bureau of Contracts and Procurement  
Scoring Sheet**

Project ID # RFA-2023-BEAS-06-HOMEH

Project Title Home Health Services

	Maximum Points Available	Androscoggin Valley (AV) Home Care	Area HomeCare & Family Services, Inc	Easterseals - Hillsborough	Easterseals - Strafford	Home Healthcare, Hospice and Community Services	Lakes Region Community Services - Belknap	Lakes Region Community Services - Grafton	Lakes Region Community Services - Sullivan	Visiting Nurse Home Care & Hospice	Waypoint-Hillsborough	Waypoint-Merrimack
<b>Technical</b>												
Experience Q1	30	26	25	26	26	29	21	21	21	23	30	30
Capacity Q2	25	24	20	21	21	23	17	17	17	17	25	25
Ability Q3	35	33	34	31	31	22	15	15	15	10	34	34
Staffing Q4	10	8	10	9	9	9	9	9	9	8	10	10
<b>TOTAL POINTS</b>	<b>100</b>	<b>91</b>	<b>89</b>	<b>87</b>	<b>87</b>	<b>83</b>	<b>62</b>	<b>62</b>	<b>62</b>	<b>58</b>	<b>99</b>	<b>99</b>

<u>Reviewer Name</u>	<u>Title</u>
1 <u>Shawn Martin</u>	<u>Finance Administrator</u>
2 <u>Kathleen Gray</u>	<u>Bureau of Family Centered Support Staff</u>
3 <u>Thom O'Connor</u>	<u>BEAS Program Administrator</u>
4 <u>Alyssa Voisine</u>	<u>Program Planning &amp; Review Specialist</u>

## Androscoggin Valley Home Care Services

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 103,890.22
2024	540-500382	SS Contracts	multiple	\$ 103,890.22
		Subtotal		\$ 207,780.44

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

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 514,800.00
2024	543-500385	Adult In Home Care	multiple	\$ 514,800.00
		Subtotal		\$ 1,029,600.00
		Grand Total		\$ 1,237,380.44

Area HomeCare Family Services, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 70,584.00
2024	540-500382	SS Contracts	multiple	\$ 70,584.00
		Subtotal		\$ 141,168.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 1,240,008.00
2024	543-500385	Adult In Home Care	multiple	\$ 1,240,008.00
		Subtotal		\$ 2,480,016.00
		Grand Total		\$ 2,621,184.00

Easter Seals New Hampshire, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 66,516.00
2024	540-500382	SS Contracts.	multiple	\$ 66,516.00
		Subtotal		\$ 133,032.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 702,336.00
2024	543-500385	Adult In Home Care	multiple	\$ 702,336.00
		Subtotal		\$ 1,404,672.00
		Grand Total		\$ 1,537,704.00

Lakes Region Community Services Council

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 90,456.00
2024	540-500382	SS Contracts	multiple	\$ 90,456.00
		Subtotal		\$ 180,912.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 569,472.00
2024	543-500385	Adult In Home Care	multiple	\$ 569,472.00
		Subtotal		\$ 1,138,944.00
		Grand Total		\$ 1,319,856.00

Visiting Nurse Home Care Hospice of Carroll County

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 39,800.00
2024	540-500382	SS Contracts	multiple	\$ 39,800.00
		Subtotal		\$ 79,600.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 108,000.00
2024	543-500385	Adult In Home Care	multiple	\$ 108,000.00
		Subtotal		\$ 216,000.00
		Grand Total		\$ 295,600.00

VNA at HCS, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 16,548.00
2024	540-500382	SS Contracts	multiple	\$ 16,548.00
		Subtotal		\$ 33,096.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 714,744.00
2024	543-500385	Adult In Home Care	multiple	\$ 714,744.00
		Subtotal		\$ 1,429,488.00
		Grand Total		\$ 1,462,584.00

## Waypoint

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 239,515.00
2024	540-500382	SS Contracts	multiple	\$ 239,515.00
		Subtotal		\$ 479,030.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 1,196,952.00
2024	543-500385	Adult In Home Care	multiple	\$ 1,196,952.00
		Subtotal		\$ 2,393,904.00
		Grand Total		\$ 2,872,934.00

Subject: Home Health Services (RFA-2023-BEAS-06-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

## I. 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 Visiting Nurse Home Care & Hospice of Carroll County		1.4 Contractor Address 1529 White Mountain Highway North Conway, NH 03860	
1.5 Contractor Phone Number 603-356-7006	1.6 Account Number 05-95-48-481010-7872; 05-95-48-481010-9255	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$295,600
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: Sandra Ruka Date: 6/8/2022		1.12 Name and Title of Contractor Signatory Sandra Ruka Executive Director	
1.13 State Agency Signature DocuSigned by: Christine Santaniello Date: 6/8/2022		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: <u>DocuSigned by: JoAnn Quirino</u> On: 6/8/2022			
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.

Contractor Initials   
Date 6/8/2022

**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 Initials SR  
Date 6/8/2022

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**

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**Revisions to Standard Agreement Provisions**

**1. Revisions to Form P-37, General Provisions**

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

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

3.3. The parties may extend the Agreement for up 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.

1.3. 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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**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 Carroll 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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- 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.

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

**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. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget.
4. 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:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. 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.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.beasinvoices@dhhs.nh.gov](mailto:dhhs.beasinvoices@dhhs.nh.gov) or mailed to:

Financial Manager  
Department of Health and Human Services  
105 Pleasant Street

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

**EXHIBIT C**

Concord, NH 03301

5. 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.
6. 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.
7. 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.
8. Audits
  - 8.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 8.1.1. 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.
    - 8.1.2. 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.
    - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 8.2. 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](mailto: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.
    - 8.2.1. 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.

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

**EXHIBIT C**

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- 8.3. 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.
- 8.4. 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 Rate Sheet

<b>Home Health Services - Visiting Nurse Home Care &amp; Hospice of Carroll County</b>				
<b>7/1/2022 through 06/30/2023 Service Units</b>				
<b>Adult In-Home Care</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
Title XX In Home Services	1/2 Hour	9,000	\$12.00	\$ 108,000.00
Title IIIB In Home Services	1/2 Hour	530	\$12.00	\$ 6,360.00
Title IIIB Home Health Aide	1/2 Hour	2,090	\$16.00	\$ 33,440.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$
<b>7/1/2023 through 06/30/2024 Service Units</b>				
<b>Adult In-Home Care</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
Title XX In Home Services	1/2 Hour	9,000	\$12.00	\$ 108,000.00
Title IIIB In Home Services	1/2 Hour	530	\$12.00	\$ 6,360.00
Title IIIB Home Health Aide	1/2 Hour	2,090	\$16.00	\$ 33,440.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$



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

Vendor Initials SR  
Date 6/8/2022



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 Home Care and Hospice o

6/8/2022

Date

DocuSigned by:

Sandra Ruka

Name: Sandra Ruka

Title: Executive Director

SR



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: visiting Nurse Home Care and Hospice o

6/8/2022

Date

DocuSigned by:  
  
 Name: Sandra Ruka  
 Title: Executive Director

Vendor Initials   
 Date 6/8/2022

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 (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: Visiting Nurse Home Care and Hospice o

6/8/2022

Date

DocuSigned by:
Sandra Ruka
Name: Sandra Ruka
Title: Executive Director

DS
SR



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

DS  
SR

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 Home Care and Hospice o

6/8/2022

Date

DocuSigned by:

Sandra Ruka

Name: Sandra Ruka

Title: Executive Director

Exhibit G

Contractor Initials

DS  
SR

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 Home Care and Hospice

6/8/2022

Date

DocuSigned by:  
Sandra Ruka  
Name: Sandra Ruka  
Title: Executive Director

Contractor Initials SR  
Date 6/8/2022



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.

3/2014

Contractor Initials

SR

Date 6/8/2022



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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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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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. SR



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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:

*Christine Santaniello*

Signature of Authorized Representative

Christine Santaniello

Name of Authorized Representative  
Associate Commissioner

Title of Authorized Representative

6/8/2022

Date

Visiting Nurse Home Care and Hospice o

Name of the Contractor

*Sandra Ruka*

Signature of Authorized Representative

Sandra Ruka

Name of Authorized Representative

Executive Director

Title of Authorized Representative

6/8/2022

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 (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Contractor Name: visiting Nurse Home Care and Hospice o

6/8/2022

Date

DocuSigned by:

Sandra Ruka

Name: Sandra Ruka

Title: Executive Director

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FORM A

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

1. The DUNS number for your entity is: 929994960
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

Name: _____	Amount: _____

## 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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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.).

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### 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

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

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

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## Exhibit K

### DHHS Information Security Requirements



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

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

#### V. LOSS REPORTING

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

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

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

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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 Health and Human Services  
Amendment #1**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #47), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.6, Account Number, to read:  
05-95-48-481010-7872  
05-95-48-481010-9255  
05-95-48-481010-2638
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,477,584
3. Modify Exhibit C, Payment Terms, Section 1, to read:
  1. This Agreement is funded by:
    - 1.1. 60.03% Federal funds:
      - 1.1.1. 1.12% Older Americans Act Title III-B, as awarded on September 8, 2022 and February 13, 2023, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS and 2310NHOASS.
      - 1.1.2. 58.05% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR.
      - 1.1.3. 0.86% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supportive Services, CFDA 93.044, FAIN 2101NHSSC6.
    - 1.2. 39.97% General funds.
4. Modify Exhibit C, Payment Terms, Section 3 through Subsection 3.1, to read:
  3. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-1 Rate Sheet.
    - 3.1. Payment for COVID-19 discretionary funding shall be on a cost-reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-2, Amendment #1, SFY 2024 Budget.
5. Modify Exhibit C, Payment Terms, Section 4, to read:
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.beasinvoices@dhhs.nh.gov](mailto:dhhs.beasinvoices@dhhs.nh.gov) or mailed to:

DS  


Program Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301

6. Add Exhibit C-2, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.

<sup>DS</sup>  


All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

6/12/2023

Date

DocuSigned by:  
*Melissa Hardy*  
1323A24040DE485  
Name: Melissa Hardy  
Title: Director, DLSS

VNA at HCS, Inc.

6/12/2023

Date

DocuSigned by:  
*Maura McQueeney*  
6740063AF57111  
Name: Maura McQueeney  
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/12/2023

Date

DocuSigned by:

*Robyn Guarnino*

Name: Robyn Guarnino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services	
Contractor Name: <i>VNA of HCS, Inc.</i>	
Budget Request for: <i>Home Health Services</i>	
Budget Period: <i>SFY 2024</i>	
Indirect Cost Rate (if applicable): <i>0.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$13,852
2. Fringe Benefits	\$1,148
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)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$15,000
Total Indirect Costs	
TOTAL	\$15,000

  
 Contractor Initials \_\_\_\_\_  
 Date 6/12/2023

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

Business ID: 67798

Certificate Number: 0006194140



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire;  
this 3rd day of April A.D. 2023.

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

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 12, 2022, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

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

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

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

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

Dated: 6/9/2023

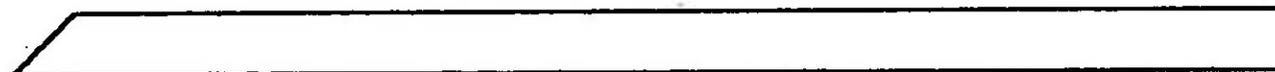
  
Signature of Elected Officer  
Name: David Therrien  
Title: Board Chair





**Mission of Home Healthcare, Hospice and Community Services  
and VNA at HCS:**

To provide services which enable people to function throughout life at their optimal level of health, well-being and independence, according to their personal beliefs and choices.



CONSOLIDATED FINANCIAL STATEMENTS

with

SUPPLEMENTARY INFORMATION

and

FEDERAL REPORTS IN ACCORDANCE WITH THE UNIFORM GUIDANCE

June 30, 2022 and 2021

With Independent Auditor's Reports





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Home Healthcare, Hospice & Community Services, Inc. and Affiliate

### Report on the Audit of the Consolidated Financial Statements

#### *Opinion*

We have audited the accompanying consolidated financial statements of Home Healthcare, Hospice & Community Services, Inc. and Affiliate, (the Association) which comprise the consolidated balance sheets as of June 30, 2022 and 2021, 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.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Home Healthcare, Hospice & Community Services, Inc. and Affiliate as of June 30, 2022 and 2021, 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.

#### *Basis for Opinion*

We conducted our audits in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of Home Healthcare, Hospice and Community Services, Inc. and Affiliate 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 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; and for 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.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Home Healthcare, Hospice and Community Services, Inc. and Affiliate's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

#### *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements*

Our objectives are to obtain reasonable assurance about whether the consolidated 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 and *Government 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  
Home Healthcare, Hospice & Community Services, Inc. and Affiliate  
Page 2

In performing an audit in accordance with U.S. generally accepted auditing standards and *Government 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 consolidated 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 Home Healthcare, Hospice and Community Services, Inc. and Affiliate'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 consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Home Healthcare, Hospice and Community Services, Inc and Affiliate'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.

#### **Supplementary Information**

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

#### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 30, 2023 on our consideration of Home Healthcare, Hospice & Community Services, Inc. and Affiliate's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Home Healthcare, Hospice & Community Services, Inc. and Affiliate's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Home Healthcare, Hospice & Community Services, Inc. and Affiliate's internal control over financial reporting and compliance.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
December 13, 2022

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Consolidated Balance Sheets

June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents	\$ 1,298,118	\$ 2,485,863
Short-term investments	14,208	18,174
Patient accounts receivable, net	1,788,549	1,862,056
Other receivables	428,903	343,852
Prepaid expenses	<u>326,715</u>	<u>278,005</u>
Total current assets	3,856,493	4,987,950
Assets limited as to use	12,775,139	14,413,813
Property and equipment, net	<u>2,382,738</u>	<u>2,657,347</u>
Total assets	<u>\$ 19,014,370</u>	<u>\$ 22,059,110</u>
<b>LIABILITIES AND NET ASSETS</b>		
Current liabilities		
Accounts payable and accrued expenses	\$ 302,158	\$ 437,955
Accrued payroll and related expenses	961,056	1,240,725
COVID-19 refundable advances and other deferred revenue	<u>257,913</u>	<u>33,582</u>
Total current liabilities	<u>1,521,127</u>	<u>1,712,262</u>
Net assets		
Without donor restrictions	16,776,013	19,429,941
With donor restrictions	<u>717,230</u>	<u>916,907</u>
Total net assets	<u>17,493,243</u>	<u>20,346,848</u>
Total liabilities and net assets	<u>\$ 19,014,370</u>	<u>\$ 22,059,110</u>

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

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Consolidated Statements of Operations

Years Ended June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Operating revenue		
Net patient service revenue	\$ 13,018,339	\$ 12,849,959
COVID-19 relief funding and other operating revenue	2,959,326	4,891,571
Gain on sale of financial asset	34,300	1,800
Net assets released for operations	<u>154,426</u>	<u>54,350</u>
Total operating revenue	<u>16,166,391</u>	<u>17,797,680</u>
Operating expenses		
Salaries and related expenses	12,951,084	11,380,022
Other operating expenses	4,480,821	4,117,321
Depreciation	<u>363,012</u>	<u>378,194</u>
Total operating expenses	<u>17,794,917</u>	<u>15,875,537</u>
Operating (loss) gain	<u>(1,628,526)</u>	<u>1,922,143</u>
Other revenue and gains (losses)		
Contributions and fundraising income	650,889	594,666
Investment income, net	160,709	146,960
Change in fair value of investments	<u>(1,867,525)</u>	<u>2,623,567</u>
Total other revenue and gains (losses)	<u>(1,055,927)</u>	<u>3,365,193</u>
(Deficit) excess of revenue over expenses	<u>(2,684,453)</u>	5,287,336
Net assets released for capital acquisition	<u>30,525</u>	<u>109,475</u>
(Decrease) increase in net assets without donor restrictions	<u>\$ (2,653,928)</u>	<u>\$ 5,396,811</u>

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

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Consolidated Statements of Changes in Net Assets

Years Ended June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Net assets without donor restrictions		
(Deficit) excess of revenue over expenses	\$ (2,684,453)	\$ 5,287,336
Net assets released for capital acquisition	<u>30,525</u>	<u>109,475</u>
Change in net assets without donor restrictions	<u>(2,653,928)</u>	<u>5,396,811</u>
Net assets with donor restrictions		
Contributions	13,515	139,750
Investment income	2,623	2,975
Change in fair value of investments	(30,864)	54,480
Net assets released for operations	(154,426)	(54,350)
Net assets released for capital acquisition	<u>(30,525)</u>	<u>(109,475)</u>
Change in net assets with donor restrictions	<u>(199,677)</u>	<u>33,380</u>
Change in net assets	(2,853,605)	5,430,191
Net assets, beginning of year	<u>20,346,848</u>	<u>14,916,657</u>
Net assets, end of year	<u>\$ 17,493,243</u>	<u>\$ 20,346,848</u>

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

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Consolidated Statements of Cash Flows

Years Ended June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities		
Change in net assets	\$ (2,853,605)	\$ 5,430,191
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	363,012	378,194
Change in fair value of investments	1,898,389	(2,678,047)
Investment income restricted for reinvestment	(2,623)	(2,975)
Gain on sale of financial assets	(34,300)	(1,800)
(Increase) decrease in the following assets:		
Investments	3,966	(1,688)
Patient accounts receivable	73,507	(263,765)
Other receivables	(85,051)	37,007
Prepaid expenses	(48,710)	(46,437)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	(135,797)	(452,048)
Accrued payroll and related expenses	(279,669)	146,445
COVID-19 refundable advances and other deferred revenue	224,331	(2,178,408)
Net cash (used) provided by operating activities	<u>(876,550)</u>	<u>366,669</u>
Cash flows from investing activities		
Purchase of investments	(3,218,446)	(3,646,348)
Proceeds from sale of investments	2,961,354	3,427,768
Capital expenditures, net of proceeds	<u>(54,103)</u>	<u>(578,487)</u>
Net cash used by investing activities	<u>(311,195)</u>	<u>(797,067)</u>
Net decrease in cash and cash equivalents	(1,187,745)	(430,398)
Cash and cash equivalents, beginning of year	<u>2,485,863</u>	<u>2,916,261</u>
Cash and cash equivalents, end of year	<u>\$ 1,298,118</u>	<u>\$ 2,485,863</u>

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

## HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

### Notes to Consolidated Financial Statements

June 30, 2022 and 2021

#### 1. Summary of Significant Accounting Policies

##### Organization

Home Healthcare, Hospice & Community Services, Inc. is a non-stock, non-profit corporation in New Hampshire whose primary purpose is to act as a holding company and provide management services to its affiliate.

##### Affiliate

VNA at HCS, Inc., is a non-stock, non-profit corporation in New Hampshire whose primary purposes are to provide home healthcare, hospice and community services.

##### Principles of Consolidation

The consolidated financial statements include the accounts of the Home Healthcare, Hospice & Community Services, Inc., and its affiliate, VNA at HCS, Inc. (collectively, the "Association"). They are related through a common board membership and common management. All significant intercompany balances and transactions have been eliminated in consolidation.

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

##### Basis of Presentation

The consolidated financial statements of the Association have been prepared in accordance with U.S. GAAP, which requires the Association to report information regarding its financial position and activities according to the following net asset classifications:

**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 (Board).

**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.

## HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

### Notes to Consolidated Financial Statements

June 30, 2022 and 2021

#### 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 consolidated financial statements.

#### Use of Estimates

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

#### Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

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

#### 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 were \$1,788,549; \$1,862,056; and \$1,598,291 at June 30, 2022, 2021, and 2020, respectively.

#### Investments

Investments in short-term investment options are reported as current assets. Investments held for long-term return are reported as non-current assets.

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

**HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**

**Notes to Consolidated Financial Statements**

**June 30, 2022 and 2021**

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

**Assets Limited as to Use**

Assets limited as to use include designated assets set aside by the Board of Directors and donor contributions.

**Property and Equipment**

Property and equipment are carried at cost less accumulated depreciation. 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.

Property is reviewed for impairment whenever events or changes in circumstances indicate the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are recognized based on the excess of the assets' carrying amount over the fair value of the asset.

**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.

## HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

### Notes to Consolidated Financial Statements

June 30, 2022 and 2021

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 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 consolidated financial statements.

#### **COVID-19 and Relief Funding**

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.

**HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE****Notes to Consolidated Financial Statements**

June 30, 2022 and 2021

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.

**CARES Act Provider Relief Stimulus Funds**

The Association has received emergency federal grant funding under the CARES Act from the Provider Relief Fund (PRF) which are funds to support healthcare providers in responding to the COVID-19 outbreak.

The PRF is being administered by the U.S. Department of Health and Human Services. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF are considered conditional contributions and are recognized as revenue when qualifying expenditures or lost revenues have been incurred. The following table outlines the distributions received, period of availability and revenue recognized during the years ended June 30, 2022 and 2021.

<u>Distribution Period</u>	<u>Distribution Amount</u>	<u>Funds Available for Use Through</u>	<u>Revenue Recognized in 2022</u>	<u>Revenue Recognized in 2021</u>
Period 1 (4/10/2020 to 6/30/2020)	\$ 600,871	6/30/2021	\$ -	\$ 600,871

**CARES Act Paycheck Protection Program**

In April 2020, the Association received a loan from the U.S. Small Business Administration (SBA) under the CARES Act Paycheck Protection Program (PPP) in the amount of \$1,496,000. 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 Association received notification of forgiveness from the SBA on June 25, 2021. The Association followed the conditional contribution model to account for the PPP loan and, accordingly, recorded the forgiveness of the loan as COVID-19 relief funding and other operating revenue in the consolidated statement of operations for the year ended June 30, 2021.

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

June 30, 2022 and 2021

**American Rescue Plan Act**

On March 11, 2021, the U.S. government enacted the American Rescue Plan Act (ARPA). ARPA, amongst other things, provided support for health and human services workforce development in response to COVID-19 and broader economic impacts of the pandemic. The Association received \$248,428 in grant funding under ARPA through the State of New Hampshire Home and Community Based Service fund during the year ended June 30, 2022 for the purpose of workforce investment. The Association incurred qualifying recruitment and retention expenses of \$53,478 as of June 30, 2022, which is recognized as COVID-19 relief funding and other operating revenue in the consolidated statement of operations. The unspent ARPA funds as of June 30, 2022 of \$194,950 is included in COVID-19 refundable advances and other deferred revenue on the consolidated balance sheet. The funds are available to use through December 31, 2022.

**2. Availability and Liquidity of Financial Assets**

As of June 30, 2022, the Association has working capital of \$2,335,366 and average days (based on normal expenditures) cash and liquid investments on hand of 27 which includes only cash and cash equivalents.

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>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 1,298,118	\$ 2,485,863
Short-term investments	14,208	18,174
Patient accounts receivable, net	1,788,549	1,862,056
Other receivables	<u>428,903</u>	<u>343,852</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 3,529,778</u>	<u>\$ 4,709,945</u>

The Association has board designated long-term investments that could be made available for general expenditure upon Board approval. Since these investments are currently intended for long-term investments, they have not been included in the information above. The Association has other long-term investments and assets for restricted use, more fully described in Note 3, which are not available for general expenditure within the next year and are not reflected in the amount above.

The Association has a \$1,000,000 line of credit available to meet short-term needs, as disclosed in Note 5.

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

June 30, 2022 and 2021

3. Investments and Assets Limited as to Use

Investments and assets limited as to use, stated at fair value, are as follows:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 1,071,402	\$ 1,151,816
U.S. Government and corporate bonds	2,283,550	2,132,950
Marketable securities	7,307,967	8,726,603
Mutual funds	<u>2,126,428</u>	<u>2,420,618</u>
Total investments and assets limited as to use	<u>\$ 12,789,347</u>	<u>\$ 14,431,987</u>
	<u>2022</u>	<u>2021</u>
Investments without restrictions or designations	<u>\$ 14,208</u>	<u>\$ 18,174</u>
Assets limited as to use		
Board-designated for future use	12,057,909	13,496,906
Donor-restricted, time or purpose	217,704	350,833
Endowment investments - unappropriated spending	265,295	331,843
Donor-restricted, perpetual in nature	<u>234,231</u>	<u>234,231</u>
Total assets limited as to use	<u>12,775,139</u>	<u>14,413,813</u>
Total investments and assets limited as to use	<u>\$ 12,789,347</u>	<u>\$ 14,431,987</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 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.

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

June 30, 2022 and 2021

The fair values of all of the Association's investments, which are presented in the following table, are measured on a recurring basis using Level 1 inputs with the exception of corporate bonds which are valued based on quoted market prices of similar investments and categorized as level 2 investments.

	<u>Assets at Fair Value as of June 30, 2022</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
Cash and cash equivalents	\$ 1,071,402	\$ -	\$ 1,071,402
U.S. Government and corporate bonds	-	2,283,550	2,283,550
Equity securities	7,307,967	-	7,307,967
Mutual funds	<u>2,126,428</u>	<u>-</u>	<u>2,126,428</u>
Total	<u>\$ 10,505,797</u>	<u>\$ 2,283,550</u>	<u>\$ 12,789,347</u>
	<u>Assets at Fair Value as of June 30, 2021</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
Cash and cash equivalents	\$ 1,151,816	\$ -	\$ 1,151,816
U.S. Government and corporate bonds	-	2,132,950	2,132,950
Equity securities	8,726,603	-	8,726,603
Mutual funds	<u>2,420,618</u>	<u>-</u>	<u>2,420,618</u>
Total	<u>\$ 12,299,037</u>	<u>\$ 2,132,950</u>	<u>\$ 14,431,987</u>

Investment income and change in fair value for cash equivalents and investments consist of the following:

	<u>2022</u>	<u>2021</u>
Net assets without donor restrictions		
Investment income, net of fees	\$ 160,709	\$ 146,960
Change in fair value of investments	(1,867,525)	2,623,567
Restricted net assets		
Investment income	2,623	2,975
Change in fair value of investments	<u>(30,864)</u>	<u>54,480</u>
Total	<u>\$ (1,735,057)</u>	<u>\$ 2,827,982</u>

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

June 30, 2022 and 2021

4. Property and Equipment

Property and equipment consist of the following:

	<u>2022</u>	<u>2021</u>
Land	\$ 515,786	\$ 489,311
Building and improvements	5,704,016	5,693,516
Furniture, fixtures, and equipment	3,379,278	3,422,332
Construction in progress	<u>27,757</u>	<u>-</u>
Total cost	9,626,837	9,605,159
Less accumulated depreciation	<u>7,244,099</u>	<u>6,947,812</u>
Total property and equipment, net	<u>\$ 2,382,738</u>	<u>\$ 2,657,347</u>

5. Line of Credit

The Association has an unsecured \$1,000,000 line of credit payable on demand with a local bank with interest at 1% above the bank's base rate (5.75% at June 30, 2022). There was no outstanding balance at June 30, 2022 and 2021.

6. Net Assets with Donor Restrictions

Net assets with donor restrictions consists of the following:

	<u>2022</u>	<u>2021</u>
Time or purpose restrictions for:		
Haskell fund accumulated earnings - for office rent	\$ 264,104	\$ 313,372
Johnson Family fund accumulated earnings - for capital expenditures	4,714	7,750
Dementia program	-	26,480
Sewer line replacement	-	20,000
Transportation	-	72,785
Hospice accumulated earnings	958	3,934
Capital acquisition	10,365	10,525
Operations	(414)	627
Jones fund accumulated earnings - for equipment	(1,671)	2,529
Bednar fund accumulated earnings - for general purposes	(2,397)	3,631
Hospice memorial garden	112,374	125,227
Barbara Duckett scholarship	<u>94,966</u>	<u>95,816</u>
Total	<u>\$ 482,999</u>	<u>\$ 682,676</u>

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

June 30, 2022 and 2021

Restrictions that are perpetual in nature for:		
Hospice	\$ 10,000	\$ 10,000
Operations	8,623	8,623
Johnson Family fund - for capital expenditures	10,202	10,202
Bednar endowment fund - income for general purposes	50,000	50,000
Haskell endowment fund - for office rent	120,570	120,570
Jones endowment fund - for equipment	<u>34,836</u>	<u>34,836</u>
Total	<u>\$ 234,231</u>	<u>\$ 234,231</u>

**7. Endowments**

The Association has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts, and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as 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 the UPMIFA, the Association considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Association;
- (7) The investment policies of the Association;
- (8) The spending policy; and
- (9) Funds with deficiencies.

**Return Objectives and Risk Parameters**

The investment portfolio is managed to provide for the long-term support of the Association. Accordingly, these funds are managed with disciplined, longer-term investment objectives and strategies designed to meet cash flow and spending requirements. Management of the assets is designed to attain the maximum total return consistent with acceptable and agreed-upon levels of risk. The Association benchmarks its portfolio performance against a number of commonly used indices.

**HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**

**Notes to Consolidated Financial Statements**

**June 30, 2022 and 2021**

**Strategies Employed for Achieving Objectives**

To satisfy its long-term rate-of-return objectives, the Association relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Association targets an asset allocation strategy wherein assets are diversified among several asset classes. The pursuit of maximizing total return is tempered by the need to minimize the volatility of returns and preserve capital. As such, the Association seeks broad diversification among assets having different characteristics with the intent to endure lower relative performance in strong markets in exchange for greater downside protection in weak markets.

**Funds with Deficiencies**

From time to time, the fair value of the assets associated with individual donor-restricted endowments may fall below the level of the donors' original gift(s). The Board's policy does not permit spending from underwater endowments. Any deficiencies are reported in net assets with donor restrictions. At June 30, 2022 donor endowment funds with a fair value of \$88,977 were below the donor's original gift or stipulated levels by \$4,482. At June 30, 2021, there were no such deficiencies.

**Spending Policy**

The Association has a spending policy of appropriating a distribution annually up to 7% of the endowment fund's average market value over the previous 36 months. Appropriations are determined and made on an annual basis at year-end.

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

June 30, 2022 and 2021

The following summarizes changes in endowment assets:

	Without Donor Restrictions	With Donor Restrictions		Total
		Purpose Restrictions	Perpetual in Nature	
Balance June 30, 2020	\$ 10,630,684	\$ 314,835	\$ 234,231	\$ 11,179,750
Investment income, net	140,168	2,975	-	143,143
Realized and unrealized gains on investments	2,623,654	54,480	-	2,678,134
Contributions	102,400	\$ -	\$ -	\$ 102,400
Net assets released from restrictions	-	(40,447)	-	(40,447)
Balance June 30, 2021	13,496,906	331,843	234,231	14,062,980
Investment income, net	158,714	2,623	-	161,337
Realized and unrealized loss on investments	(1,868,428)	(30,864)	-	(1,899,292)
Contributions	270,717	-	-	270,717
Net assets released from restrictions	-	(38,307)	-	(38,307)
Balance June 30, 2022	<u>\$ 12,057,909</u>	<u>\$ 265,295</u>	<u>\$ 234,231</u>	<u>\$ 12,557,435</u>

8. Net Patient Service Revenue

Net patient service revenue is as follows:

	2022	2021
Medicare	\$ 10,455,442	\$ 9,949,738
Medicaid	387,618	447,348
Other third-party payers	1,910,515	2,271,722
Private pay	<u>264,764</u>	<u>181,151</u>
Total	<u>\$ 13,018,339</u>	<u>\$ 12,849,959</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.

## HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

### Notes to Consolidated Financial Statements

June 30, 2022 and 2021

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

The Association provided services in other health-related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health-related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$1,310,676 and \$442,134 for the years June 30, 2022 and 2021, 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 received directly from the public, United Way, municipal appropriations, and investment income earned from assets limited as to use. Federal and state grants consisted of monies received from the State of New Hampshire.

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.

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

June 30, 2022 and 2021

9. Functional Expenses

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

	<u>2022</u>	<u>2021</u>
Program services		
Salaries and benefits	\$11,153,760	\$ 9,677,790
Program supplies	626,467	626,624
Travel	391,355	355,613
Contract services	1,010,901	1,105,855
Other operating expenses	1,066,802	995,528
Depreciation	<u>312,626</u>	<u>321,616</u>
Total program services	<u>14,561,911</u>	<u>13,083,026</u>
Administrative and general		
Salaries and benefits	1,797,324	1,702,232
Travel	93,373	81,515
Contract services	1,119,986	777,056
Other operating expenses	171,937	175,130
Depreciation	<u>50,386</u>	<u>56,578</u>
Total administrative and general	<u>3,233,006</u>	<u>2,792,511</u>
Total	<u>\$17,794,917</u>	<u>\$15,875,537</u>

Management's estimate of cost allocations at a functional level is based on Medicare cost report methodology.

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

June 30, 2022 and 2021

**10. Commitments and Contingencies****Leases**

Leases that do not meet the criteria for capitalization are classified as operating leases with related rental charges to operations as incurred. The Association's operating leases are for its office facilities with varying expiration dates.

The following is a schedule, by fiscal year, of future minimum lease payments under operating leases for office facilities as of June 30, 2022 that have initial or remaining lease terms in excess of one year:

2023	46,522
2024	<u>41,938</u>
Total	<u>\$ 88,460</u>

Rental expense amounted to \$69,302 in 2022 and \$65,715 in 2021.

**Malpractice Insurance**

The Association maintains medical malpractice insurance coverage on a claims-made basis. The Association is subject to complaints, claims, and litigation due to potential claims which arise in the normal course of business. U.S. GAAP requires the Association to accrue the ultimate cost of malpractice claims when the incident that gives rise to claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. The Association has evaluated its exposure to losses arising from potential claims and determined no such accrual is necessary at June 30, 2022 and 2021. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available in future periods.

**11. Retirement Plan**

The Association sponsors a defined contribution plan. The retirement contributions by the Association amounted to \$154,133 in 2022 and \$147,868 in 2021.

**HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE****Notes to Consolidated Financial Statements****June 30, 2022 and 2021****12. Concentration of Risk**

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

	<u>2022</u>	<u>2021</u>
Medicare	65 %	53 %
Medicaid and other third-party payers	<u>35</u>	<u>47</u>
Total	<u>100 %</u>	<u>100 %</u>

**13. Subsequent Events**

For financial reporting purposes, subsequent events have been evaluated by management through December 13, 2022, which is the date the consolidated financial statements were available to be issued.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL  
CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE  
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors  
Home Healthcare, Hospice & Community Services, Inc. and Affiliate

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Home Healthcare, Hospice & Community Services, Inc. and Affiliate (the Association), which comprise the consolidated balance sheet as of June 30, 2022, and the related consolidated statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated March 30, 2023.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the consolidated financial statements, we considered the Association's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control. Accordingly, we do not express an opinion on the effectiveness of the Association's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Board of Directors  
Home Healthcare, Hospice & Community Services, Inc. and Affiliate

### Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Association's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the consolidated financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Association's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Association's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
March 30, 2023



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE  
FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors  
Home Healthcare, Hospice & Community Services, Inc. and Affiliate

**Report on Compliance for Each Major Federal Program**

***Opinion on Each Major Federal Program***

We have audited Home Healthcare, Hospice & Community Services, Inc. and Affiliate's (the Association) compliance with the types of compliance requirements described in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on each of the Association's major federal programs for the year ended June 30, 2022. The Association's major federal programs are identified in the Summary of Auditor's Results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Association complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

***Basis for Opinion on Each Major Federal Program***

We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Association and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Association's compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Association's federal programs.

Board of Directors  
Home Healthcare, Hospice & Community Services, Inc. and Affiliate

### ***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. 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, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Association's compliance with the requirements of each of its major federal programs as a whole.

In performing an audit in accordance with U.S. generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, 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 Association's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Association's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### ***Other Matters***

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items 2022-001 and 2022-002. Our opinion on each major federal program is not modified with respect to this matter.

*Government Auditing Standards* requires the auditor to perform limited procedures on the Association's responses to the noncompliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The Association's responses were not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the responses.

Board of Directors  
Home Healthcare, Hospice & Community Services, Inc. and Affiliate

## Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses and significant deficiencies may exist that were not identified. However, as discussed below, we did identify deficiencies in internal control over compliance that we consider to be a material weaknesses.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

*A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as items 2022-001 and 2022-002 to be material weaknesses.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

*Government Auditing Standards* requires the auditor to perform limited procedures on the Association's responses to the internal control over compliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The Association's responses were not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the responses.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
March 30, 2023

**HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE****Schedule of Expenditures of Federal Awards**

Year Ended June 30, 2022

<u>Federal Grant/Pass-Through Grantor/Program Title</u>	<u>Federal AL Number</u>	<u>Contract/Pass- Through Identifying Number</u>	<u>Total Federal Expenditures</u>
<b>Major Programs</b>			
<b><u>United States Department of Transportation</u></b>			
Pass-through State of New Hampshire Department of Transportation Formula Grants for Rural Areas and Tribal Transit Program	20.509	N/A	\$ 421,793
<b><u>United States Department of Health and Human Services</u></b>			
Pass-through State of New Hampshire Department of Health and Human Services Aging Cluster			
Nutrition Services Incentive Programs	93.053	N/A	55,446
Special Programs for the Aging			
Title III, Part B Grants for Supportive Services and Senior Centers	93.044	1051598 & 1054074	51,378
	93.044	1051526 & 1054065	5,554
	93.044	1051526	19,169
Title III, Part C Nutrition Services	93.045	1051598 & 1054074	<u>265,263</u>
Total Aging Cluster			<u>396,810</u>
<b>Total Major Programs</b>			<b><u>818,603</u></b>

**HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE****Schedule of Expenditures of Federal Awards (Continued)**

Year Ended June 30, 2022

<u>Federal Grant/Pass-Through Grantor/Program Title</u>	<u>Federal AL Number</u>	<u>Contract/Pass -Through Identifying Number</u>	<u>Total Federal Expenditures</u>
<b>Non-Major Programs</b>			
<b><u>United States Department of Health and Human Services</u></b>			
Pass-through State of New Hampshire Department of Health and Human Services PPHF – Applied Leadership for Community Health Improvement	93.055		126,462
Social Services Block Grant	93.667	1051526 & 1054065	206,107
	93.667	1051526	20,293
	93.667	1051598 & 1054074	136,526
	93.667	1051598 & 1054074	<u>67,385</u>
<b>Total United States Department of Health and Human Services</b>			<u>556,773</u>
<b><u>Division of Public Health Services</u></b>			
Pass-through State of New Hampshire Bureau of Maternal and Child Health Promoting Safe and Stable Families	93.556		19,551
Temporary Assistance for Needy Families	93.558		161,428
Division for Child, Youth and Families Stephanie Tubbs Jones Child Welfare Services	93.645		3,974
Maternal and Child Health Services	93.994		<u>5,221</u>
<b>Total Division of Public Health Services</b>			<u>190,174</u>

**HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE****Schedule of Expenditures of Federal Awards (Concluded)**

Year Ended June 30, 2022

<u>Federal Grant/Pass-Through Grantor/Program Title</u>	<u>Federal AL Number</u>	<u>Contract/Pass -Through Identifying Number</u>	<u>Total Federal Expenditures</u>
<b><u>United States Department of Agriculture</u></b>			
Pass-through State of New Hampshire Department of Education Child and Adult care Food Program	10.558	3949-072- 2646/2647	1,032
<b><u>United States of Department of Education</u></b>			
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	N/A	<u>9,573</u>
<b>Total Non-Major Programs</b>			<u>757,552</u>
<b>Total Expenditures of Federal Awards</b>			<b>\$ <u>1,576,155</u></b>

**HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**

**Notes to Schedule of Expenditures of Federal Awards**

**Year Ended June 30, 2022**

**1. Basis of Presentation**

The amount reported on the accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal grant activity of Home Healthcare, Hospice & Community Services, Inc. and Affiliate (the Association) for the year ended June 30, 2022. The information in this Schedule is presented in accordance with requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a portion of the operations of the Association, it is not intended to and does not present the financial position, changes in net assets or cash flows of the Association.

**2. Summary of Significant Accounting Policies**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

The Association has not elected to use the 10% de minimis indirect cost rate.

**3. Indirect Costs**

The Association does not participate in government grants or contracts that provide for specific indirect cost recovery rates.

**HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**

**Schedule of Findings and Questioned Costs**

**Year Ended June 30, 2022**

**Section I. Summary of Auditor's Results**

Consolidated Financial Statements

Type of auditor's report issued: Unmodified  
 Internal control over financial reporting:  
     Material weakness(es) identified?                   \_\_\_ yes     X no  
     Significant deficiency(ies) identified not considered to be  
     material weaknesses?                                 \_\_\_ yes     X none reported  
 Noncompliance material to financial statements noted?                   \_\_\_ yes     X no

Federal Awards

Internal control over major programs:  
     Material weakness(es) identified?                   X yes     \_\_\_ no  
     Significant deficiency(ies) identified not considered to be  
     material weaknesses?                                 \_\_\_ yes     X none reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance?                   X yes     \_\_\_ no

Identification of major programs:

<u>AL Number(s)</u>	<u>Name of Federal Program or Cluster</u>
20.509	United States of Department of Transportation Formula Grants for Rural Areas and Tribal Transit Program
93.044, 93.045, 93.053	United States Department of Health and Human Services Aging Cluster

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee?                   \_\_\_ yes     X no

**HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**

**Schedule of Findings and Questioned Costs (Continued)**

**Year Ended June 30, 2022**

**Section II. Findings Relating to the Consolidated Financial Statements Which are Required to be Reported in Accordance with Government Auditing Standards**

None noted

**Section III. Findings and Questioned Costs for Federal Awards**

Finding Number: 2022-001

Information on the Federal Program:

Federal Agency: U.S. Department of Transportation  
Program Name: Formula Grants for Rural Areas and Tribal Transit Program  
AL: 20.509;  
Federal Award Identification Number: 04-96-96-964010-2916-072-500575  
Federal Award Year: Year Ended June 30, 2022

Specific Requirement:

Required by 2 CFR, Part 200 for federally funded programs, when an institution enters into a covered transaction with an entity or individual, an institution must verify that the vendor or employee is not suspended or debarred or otherwise excluded from participating in federal programs. Generally, a covered transaction is a transaction expected to equal or exceed \$25,000 and be funded with federal dollars. This verification may be accomplished by checking the System for Award Management (SAM), formerly the Excluded Parties List System, maintained by the General Services Administration, collecting a certification from the vendor, or by adding a clause or condition to the covered transaction.

Condition Found:

During our audit, we noted the Association did not review the SAM for vendors meeting the covered transaction threshold.

Context:

Based on our testing, we noted that none of the 4 vendors selected in our testing that were charged to the grant were included in the SAM listing. Although we did note the Association has a process to review employees upon hire and on a monthly basis to the SAM.gov listing, this review does not occur for vendors.

Questioned Costs:

None.

Cause and Effect:

The Association was unaware of the requirement to verify vendors against the SAM. Since this process was not performed on vendors, there was a risk that vendors who may be included on the SAM were included in this federal program.

Identification as a Repeat Finding, if Applicable:

N/A

**HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**

**Schedule of Findings and Questioned Costs (Continued)**

**Year Ended June 30, 2022**

**Recommendation:** We recommend the Association implement a process to compare all vendors meeting the \$25,000 threshold funded by any federal program to the SAM at least annually and when a new vendor is entered into the accounting system. The Association should maintain documentation that the comparison has been performed.

**Views of a Responsible Official and Corrective Action Plan:**

Management agrees with the finding and the recommendation. See Corrective Action Plan on page 37.

Responsible party: Dawn Michelizzi, Chief Financial Officer, (603) 352-2253 Ext 4153

**Finding Number:** 2022-002

**Information on the Federal Program:**

Federal Agency: U.S. Department of Health and Human Services  
Program Name: Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers  
AL: 93,044, 93,045  
Federal Award Identification Number: 151598, 1054074, 1051526, 105065  
Federal Award Year: Year Ended June 30, 2022

**Specific Requirement:**

The grant agreement requires the Association to submit the following reporting to the State of New Hampshire's Department of Health and Human Services that are properly supported by internal documentation: Monthly reimbursement requests indicating the number of meals delivered, Quarterly Program Service Reports, semi-annual Home-Delivered Data Forms.

**Condition Found:**

During our audit, we noted the Association does not maintain documented evidence of the reconciliation of the monthly, quarterly or semi-annual reporting requirements for the Congregate Home-Delivered meals program provided to the State to their internal statistical tracking.

**Context:**

Based on our testing, we noted on reports selected for testing (three months reimbursement requests, one quarter and one semiannual reports), there were more meals delivered than the number of meals submitted for reimbursement. We also noted the reports are generated from a meal count schedule that is updated on an on-going basis without distinct cut-off by month. This does not allow for reconciliation to be performed based on the reporting period. For the semi-annual report that was filed with the State for the period of January through June 2022, the Association reported a total of 33,358 meals delivered, however, the internal records indicated that a total of 34,203 meals were delivered, leaving a total of 845 meals unreimbursed to the Association..

**HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**

**Schedule of Findings and Questioned Costs (Concluded)**

**Year Ended June 30, 2022**

**Questioned Costs:** None.

**Cause and Effect:** The Association was unaware of the requirement to maintain clear supporting documentation for the required reporting under the grant.

**Identification as a Repeat Finding, if Applicable:** N/A

**Recommendation:** We recommend the Association implement a process to properly support the monthly, quarterly and semi-annual reporting requirements that consists of clear support documentation that shows evidence of a preparer and reviewer for all components that reconcile to the corresponding reporting requirement,

**Views of a Responsible Official and Corrective Action Plan:** Management agrees with the finding and the recommendation. See Corrective Action Plan on page 37.

Responsible party: Dawn Michelizzi, Chief Financial Officer,  
(603) 352-2253 Ext 4153

**HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**

**Summary Schedule of Prior Audit Findings**

**Year Ended June 30, 2022**

**Section I. Findings Relating to the Consolidated Financial Statements Which are Required to be Reported in Accordance with Government Auditing Standards**

None noted

**Section II. Findings and Questioned Costs for Federal Awards**

None noted



Know US before you need us...  
HCS *is more than you can imagine*

**Home Healthcare, Hospice & Community Services, Inc. and Affiliate**  
**Corrective Action Plan**  
Year ended June 30, 2022  
EIN 02-0464932 & 02-0360640

**New Hampshire Department of Transportation**

Home Healthcare, Hospice & Community Services, Inc. respectfully submits the following corrective action plan for the findings associated with the audit for fiscal year ended June 30, 2022.

**Audit period: Year ended June 30, 2022**

The findings from the auditor's schedule of findings are discussed below.

**Finding 2022-001 Corrective Action Plan**

The Accounting Manger will review and revise current processes to ensure documented review of vendors and employees against Provider Trust prior to expending against federal awards. Updated procedures will be documented, and accounting staff will be trained on the new procedures.

Responsible Party: Judy Arellano  
Accounting Manager  
603-352-2253  
Anticipated Completion Date: 3/31/23

**Finding 2022-002 Corrective Action Plan**

The Accounting Manager will work in conjunction with the Junior Staff Accountant and/or Grant Assistant to ensure monthly, quarterly, and semi-annual reconciliations have appropriate supporting documentation to reconcile to internal statistics and the reports include evidence of a preparer and reviewer. Procedures will be revised as necessary and documented.

Responsible Party: Judy Arellano  
Accounting Manager  
603-352-2253  
Anticipated Completion Date: 4/15/23

312 Marlboro Street  
PO Box 564  
Keene, NH 03431  
603-352-2253 • 800-541-4145

33 Arborway  
Charlestown, NH 03603  
603-828-3322

9 Vose Farm Road  
Suite 110, Box 8  
Peterborough, NH 03458  
603-532-8353



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HCS *is more than you can imagine*

**Home Healthcare, Hospice and Community Services/VNA at HCS, Inc.  
2022/2023 Board of Directors**

**Chair:**

David Therrien

**Vice Chair:**

Virginia Jordan

**Treasurer:**

Eric Horne

**Secretary:**

Julie Green

**Directors:**

Michael Chelstowski  
Mary Ann Davis  
Julie Greenwood  
Ann Hefferon  
Donald Mazanowski, M.D.  
William Pearson  
Judy Sadoski  
David Stinson  
Julie Tewksbury  
Andrew Tremblay, M.D.

**Ex Officios:**

Maura McQueeney, CEO  
Dawn Michelizzi, CFO

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603-828-3322

9 Vose Farm Road  
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Peterborough, NH 03458  
603-532-8353

Kelly M. Ryan

**Objective:**

To utilize degree in mental health and human services and flourish in the New Hampshire health care system.

**Employment History:**

**Home Support Provider Supervisor**

August 2019 to current Home Healthcare, Hospice and Community Services, Keene, NH

- Process referrals to admit clients, develop care plans and review plan with support staff assuring client satisfaction.
- Participates in yearly home visits with clients to update plan of care as well as process redeterminations to ensure billing compliance.
- Responsible for the day-to-day operations and scheduling of Home Support Providers, including participation in orientation and coordinating client requests for services.
- Develop rapport with clients and/or responsible parties through telephone or personal contact to meet client needs.
- Promote harmonious relationships and favorable attitudes among the health care team.
- Review Celltrak for communication with Home Support Providers and ensure accuracy of visits for payroll needs.
- Assist in data collection and preparation of statistical reports for the Home Support program.
- Update and create new forms to facilitate current policies and procedures.
- Maintain relationship with the Bureau of Elderly and Adult Services and other outside agencies for optimal client service.

**Admissions Coordinator**

March 2018 to July 2019 Genesis Healthcare, Keene, NH

- Adhered to admission sign-in compliance while ensuring resident and familial satisfaction and comfort.
- Monitored state wide referrals via various electronic health record systems.
- Built new referrals electronically; prepared for follow up on referral and supported the clinical review process.
- Collected and stored pertinent documents to assist in chart preparation while upholding strict HIPAA standards.
- Ensured room readiness for new admissions and be ever ready to give tours of two Genesis Facilities in Keene.
- Completed new resident and patient admission kits for skilled nursing and long term care.
- Provided education and support on resident rights, Medicare and Medicaid, and multiple medical consents.
- Promoted patient and resident safety by continuously educating self on how to effectively and compassionately communicate with the aging population.

**Lead Pharmacy Technician**

February 2016 to March 2018 Rite Aid Pharmacy, Hillsborough, NH

- Prioritized large amounts of workflow; researched clinical pharmacology while dispensing proper medications.
- Checked validity of prescriptions while calculating medical signs to properly process insurance claims.
- Oversaw inventory for dispensing supplies and medication needs; placed weekly order as necessary.
- Earned Employee of the Quarter (June 2017) by ensuring customer and company satisfaction.

**Program Coordinator**

July 2014 to April 2015 Tri-County Mental Health Services, Lewiston, ME

- Promoted to Wellness and Recovery Program Coordinator due to a demonstrated leadership style.
- Develop treatment plans with case managers for proper service delivery and billing via electronic health record.
- Facilitate staff meetings to assist in identifying opportunities to increase productivity and participant satisfaction.
- Responsible for interviewing, hiring, and training new staff members.

**Skills Development Guide**

October 2013 to July 2014 Tri-County Mental Health Services, Lewiston, ME

- Engage in public relations to gain interest and revenue.
- Provide support to participants in their goals towards independence.
- Generate progress notes and assist in updating treatment plans.
- Model grounding practices and calming techniques proving fewer crisis situations.

**Education:**

May 2013 University of Maine, Augusta, ME

- Bachelor's Degree in Mental Health and Human Services

May 2011 Central Maine Community College, Auburn, ME

- Associate Degree in Mental Health and Human Services

# Judy Arellano

## Summary

Dynamic professional with extensive background in accounting and banking. Proficient in monthly financial reporting, accounts payable/receivable, general ledger, reconciliation, payroll, and HUD leasing. Leveraging my tailored abilities of problem solving, multi-tasking and care for detail to offer superior customer service experience.

- Office Machines/Programs
- Quickbooks
- Matrixcare/Brightree & Netsmart (EMR)
- Sage & MIP (Abila)
- MS Excel/ Word
- 10-key by touch
- 60 WPM
- GAAP Accounting
- Health Financials Systems

## Professional Experience

### HCS and VNA @ HCS, Inc. | Remote

#### Accounting Manager 2/2023–Present

- Responsible for the monthly maintenance of the general ledger and preparation of financial statements.
- Provides overall supervision of accounts payable, payroll, statistical collection and grant billings.
- Works closely with the Chief Financial Officer and other fiscal/agency personnel in the development, evaluation and revision of departmental policies and procedures.

### SimiTree Healthcare Consulting | Remote

#### Cost Report Manager 10/2021 – Present

#### Cost Report Preparer (Contract Position) 3/2013-10/2021

- Managing 55 home health and hospice agencies to prepare Medicare/Medicaid annual cost reports.
- Developing systems to continuously improve processes within the cost report team.
- Support consulting services as needed on special projects.
- Interim Controller for home health-based hospice
  - Prepare GL entries, monthly financial reporting and lead on financials and uniform guidance audit.

### The Redwoods, A Community of Seniors | Mill Valley, CA

#### Senior Accountant 4/2017 – 10/2021

- Coordinate admissions/discharges for multi-level non-profit senior housing (Skilled Nursing, Assisted Living and Independent Living) Ensure census is accurate for 325 + residents daily and report changes to management and outside vendors.
- Process monthly Accounts Receivable billing, bank deposits, collections and back up to Accounts Payable and Payroll
- Support CFO & Controller with documents needed for audits, month end close and Medicare/Medicaid regulatory compliance.
- Process HUD / Section 8 leasing and certifications for 60 vouchers. Maintain tenant files to ensure compliance and satisfactory MOR audit.

**Episcopal Senior Communities/Senior Resources @ Home | Petaluma, CA**  
Finance Manager 12/2014–3/2017

- Support office with daily operations of Accounting and Human Resources; including back up phone and administrative duties.
- Process weekly billing, collections, bank deposits and long-term care insurance.
- Bi-monthly processing of Payroll for caregivers and office staff.
- Prepare reports for management on sales, collections, and financial goals.

**Equipe Container Services | San Rafael, CA**

Senior Staff Accountant/Cash Manager 7/2013 – 4/2015

- Bank liaison for asset-based loan with monthly reporting of Accounts Receivable and monthly financials (Balance Sheet, Income Statement, Trial Balance) for 2 separate companies.
- Monitor daily cash flow for utilization of line of credit for 8 operating accounts.
- Supervise and process Accounts Payable workflow to ensure domestic/international payments are completed in a timely manner. Monitor and prepare 1099 for 4 separate companies.
- Accounts Receivable payment processing with collection efforts worldwide.
- Work closely with CFO and Controller to ensure timely reporting to investors.

**Hired Hands, Inc. | Novato, CA**

Finance Manager 7/2010 – 3/2013

- Support President/Office with daily operations of Accounting and Human Resources for 3 branches
- Prepare and process weekly billing with long-term insurance claims. Account Receivable processing and collections.
- Prepare and process Accounts Payable invoices, including 1099 maintenance.
- Process weekly payroll for all employees, submit payroll taxes, 401K, HSA, Medical and wage garnishment administration.

**WestAmerica Bank | Various locations CA 4/1981- 6/2010**

Assistant Vice President/Customer Service Manager (2004-2010)

Assistant Customer Service Manager (2001-2004)

Accounting Specialist (Controller's Department) (1993-2001)

Proof Department, Transit Reconciliation Lead (1981-1993)

**Community Service**

Marin County Section on Aging/Treasurer (2011-2019)

CASA of Sonoma County /Board of Director (2009-2010)

**CONTRACTOR NAME**  
**VNA at HCS, Inc.**

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Kelly Ryan	Home Support Supervisor	0
Judy Arellano	Accounting Manager	0

JUN15'22 PM 3:00 RCVD



Lori A. Shilbrette  
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  
Fax: 603-271-5166 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

June 8, 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 contracts with the Contractors listed below in an amount not to exceed \$11,347,242.44 for the provision of home health services, with the option to renew for up to four (4) additional years, effective July 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 58.8% Federal Funds. 41.2% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Androscoggin Valley Home Care Services (Berlin, NH)	157347	Coos County	\$1,237,380.44
Area HomeCare Family Services, Inc. (Portsmouth, NH)	166931	Rockingham County	\$2,621,184
Easter Seals New Hampshire, Inc. (Manchester, NH)	177204	Hillsborough (Manchester, Milford, Nashua) and Strafford Counties	\$1,537,704
Lakes Region Community Services Council (Laconia, NH)	177251	Belknap, Grafton and Sullivan Counties	\$1,319,856
Visiting Nurse Home Care & Hospice of Carroll County (North Conway, NH)	225191	Carroll County	\$295,600
VNA at HCS, Inc. (Keene, NH)	177274	Cheshire County	\$1,462,584
Waypoint (Manchester, NH)	177166	Hillsborough and Merrimack Counties	\$2,872,934
		<b>Total:</b>	<b>\$11,347,242.44</b>

mac

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

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**

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

Approximately 6,226 individuals will be served during State Fiscal Years 2023 and 2024.

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

In-Home Health Aide Services provide assistance with managing individual personal care needs, including bathing and grooming.

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

The 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 March 22, 2022 through April 26, 2022. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

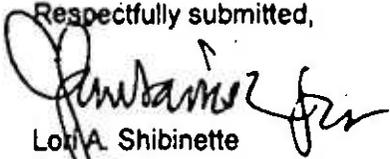
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties,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

Should the Governor and Council not authorize this request, older, isolated and frail adults, age 60 and older, and adults between the ages of 18 and 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; 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

**Division of Finance and Procurement  
Bureau of Contracts and Procurement  
Scoring Sheet**

Project ID # RFA-2023-BEAS-06-HOMEH

Project Title Home Health Services

	Maximum Points Available	Androscooggin Valley (AV) Home Care	Area HomeCare & Family Services, Inc	Easterseals - Hillsborough	Easterseals - Strafford	Home Healthcare, Hospice and Community Services	Lakes Region Community Services - Belknap	Lakes Region Community Services - Grafton	Lakes Region Community Services - Sullivan	Visiting Nurse Home Care & Hospice	Waypoint-Hillsborough	Waypoint-Merrimack
<b>Technical</b>												
Experience Q1	30	26	25	26	26	29	21	21	21	23	30	30
Capacity Q2	25	24	20	21	21	23	17	17	17	17	25	25
Ability Q3	35	33	34	31	31	22	15	15	15	10	34	34
Staffing Q4	10	8	10	9	9	9	9	9	9	8	10	10
<b>TOTAL POINTS</b>	<b>100</b>	<b>91</b>	<b>89</b>	<b>87</b>	<b>87</b>	<b>83</b>	<b>62</b>	<b>62</b>	<b>62</b>	<b>58</b>	<b>99</b>	<b>99</b>

<u>Reviewer Name</u>	<u>Title</u>
1 <u>Shawn Martin</u>	<u>Finance Administrator</u>
2 <u>Kathleen Gray</u>	<u>Bureau of Family Centered Support Staff</u>
3 <u>Thom O'Connor</u>	<u>BEAS Program Administrator</u>
4 <u>Alyssa Voisine</u>	<u>Program Planning &amp; Review Specialist</u>

Androscoggin Valley Home Care Services

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 103,890.22
2024	540-500382	SS Contracts	multiple	\$ 103,890.22
		Subtotal		\$ 207,780.44

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

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 514,800.00
2024	543-500385	Adult In Home Care	multiple	\$ 514,800.00
		Subtotal		\$ 1,029,600.00
		Grand Total		\$ 1,237,380.44

## Area HomeCare Family Services, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 70,584.00
2024	540-500382	SS Contracts	multiple	\$ 70,584.00
		Subtotal		\$ 141,168.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 1,240,008.00
2024	543-500385	Adult In Home Care	multiple	\$ 1,240,008.00
		Subtotal		\$ 2,480,016.00
		Grand Total		\$ 2,621,184.00

Easter Seals New Hampshire, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 66,516.00
2024	540-500382	SS Contracts	multiple	\$ 66,516.00
		Subtotal		\$ 133,032.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 702,336.00
2024	543-500385	Adult In Home Care	multiple	\$ 702,336.00
		Subtotal		\$ 1,404,672.00
		Grand Total		\$ 1,537,704.00

Lakes Region Community Services Council

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 90,456.00
2024	540-500382	SS Contracts	multiple	\$ 90,456.00
		Subtotal		\$ 180,912.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 569,472.00
2024	543-500385	Adult In Home Care	multiple	\$ 569,472.00
		Subtotal		\$ 1,138,944.00
		Grand Total		\$ 1,319,856.00

Visiting Nurse Home Care Hospice of Carroll County

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 39,800.00
2024	540-500382	SS Contracts	multiple	\$ 39,800.00
		Subtotal		\$ 79,600.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 108,000.00
2024	543-500385	Adult In Home Care	multiple	\$ 108,000.00
		Subtotal		\$ 216,000.00
		Grand Total		\$ 295,600.00

VNA at HCS, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 16,548.00
2024	540-500382	SS Contracts	multiple	\$ 16,548.00
		Subtotal		\$ 33,096.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 714,744.00
2024	543-500385	Adult In Home Care	multiple	\$ 714,744.00
		Subtotal		\$ 1,429,488.00
		Grand Total		\$ 1,462,584.00

## Waypoint

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 239,515.00
2024	540-500382	SS Contracts	multiple	\$ 239,515.00
		Subtotal		\$ 479,030.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 1,196,952.00
2024	543-500385	Adult In Home Care	multiple	\$ 1,196,952.00
		Subtotal		\$ 2,393,904.00
		Grand Total		\$ 2,872,934.00

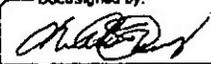
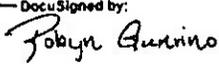
Subject: Home Health Services (RFA-2023-BEAS-06-HOMEH-06)

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name VNA at HCS, Inc.		1.4 Contractor Address 312 Marlboro Street Keene, NH 03431	
1.5 Contractor Phone Number 603-352-2253	1.6 Account Number 05-95-48-481010-7872; 05-95-48-481010-9255	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$1,462,584
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: 6/6/2022		1.12 Name and Title of Contractor Signatory Maura McQueeney 6/6/2022	
1.13 State Agency Signature DocuSigned by: Christine Santaniello Date: 6/7/2022		1.14 Name and Title of State Agency Signatory Christine Santaniello 6/7/2022	
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: 6/7/2022			
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.

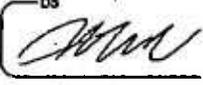
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**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.

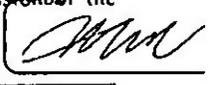
11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind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

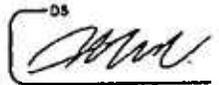
20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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**

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**Revisions to Standard Agreement Provisions**

**1. Revisions to Form P-37, General Provisions**

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

**3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").**

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

**3.3. The parties may extend the Agreement for up 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.**

**1.3. 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 Cheshire 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:

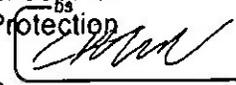
1.8.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

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:

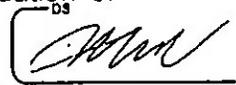
1.8.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.8.7. Adult Protection Services;



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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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- 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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**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. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget.
4. 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:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. 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.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.beasinvoices@dhhs.nh.gov](mailto:dhhs.beasinvoices@dhhs.nh.gov) or mailed to:

Financial Manager  
Department of Health and Human Services  
105 Pleasant Street



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**EXHIBIT C**

Concord, NH 03301

5. 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.
6. 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.
7. 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.
8. Audits
  - 8.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 8.1.1. 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.
    - 8.1.2. 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.
    - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 8.2. 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](mailto: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.
    - 8.2.1. 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.



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

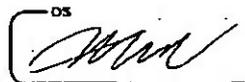
**EXHIBIT C**

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- 8.3. 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.
- 8.4. 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 Rate Sheet

Home Health Services - VNA @ HCS, Inc.				
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	59,562	\$12.00	\$ 714,744.00
Title IIIB In Home Services	1/2 Hour	1,227	\$12.00	\$ 14,724.00
Title IIIB Home Health Aide	1/2 Hour	114	\$16.00	\$ 1,824.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$
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	59,562	\$12.00	\$ 714,744.00
Title IIIB In Home Services	1/2 Hour	1,227	\$12.00	\$ 14,724.00
Title IIIB Home Health Aide	1/2 Hour	114	\$16.00	\$ 1,824.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$

Contractor Initials: 

Date: 6/6/2022



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

Vendor Initials                       
Date 6/6/2022



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: VNA at HCS INC

6/6/2022

Date

DocuSigned by:

Name: MAURA McQUEENEY

Title: CEO/COO HCS

DS  
  
Vendor Initials  
6/6/2022  
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-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: VNA at HCS INC

6/6/2022

Date

DocuSigned by:

Name: MAURA McQueeney

Title: CEO/CO HCS

Vendor Initials

6/6/2022

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

*[Handwritten Signature]*



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: VNA at HCS INC

6/6/2022

Date

DocuSigned by:  
  
Name: Maurya McQueeney  
Title: CEO/CEO HCS

DS  
  
Contractor Initials  
6/6/2022  
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

DS

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: VNA at HCS INC

6/6/2022

Date

DocuSigned by:

Name: Maura McQueeney

Title: CEO/COO HCS

Exhibit G

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

Contractor Initials



New Hampshire Department of Health and Human Services  
Exhibit 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:

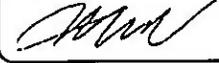
1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: VNA at HCS INC .

6/6/2022

Date

DocuSigned by:  
  
Name: Maura McQueeney  
Title: CEO/COO HCS

os  
  
Contractor Initials  
Date 6/6/2022



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.

3/2014

Contractor Initials

Date 6/6/2022



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

3/2014

Contractor Initials

*[Signature]*  
Date 6/6/2022



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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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

*[Handwritten Signature]*

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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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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 of:

Christine Santaniello

Signature of Authorized Representative

Christine Santaniello

Name of Authorized Representative  
Associate Commissioner

Title of Authorized Representative

6/7/2022

Date

VNA at HCS INC

Name of the Contractor

Maura McQueeney

Signature of Authorized Representative

Maura McQueeney

Name of Authorized Representative

CEO/CEO HCS

Title of Authorized Representative

6/6/2022

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 (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Contractor Name: VNA at HCS INC

6/6/2022

Date

DocuSigned by:

Name: Maureen McQueeney

Title: CEO/COO HCS

Contractor Initials   
Date 6/6/2022



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 DUNS number for your entity is: 06/06/2022

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                        X   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                        X   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: _____

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

Handwritten signature in black ink, appearing to be "M. J. ...".

**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

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## 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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## 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

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**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.).

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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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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Exhibit K  
DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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

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**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 Health and Human Services  
Amendment #1**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #47), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.6, Account Number, to read:  
05-95-48-481010-7872  
05-95-48-481010-9255  
05-95-48-481010-2638
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$2,902,934
3. Modify Exhibit C, Payment Terms, Section 1, to read:
  1. This Agreement is funded by:
    - 1.1. 58.61% Federal funds:
      - 1.1.1. 8.25% Older Americans Act Title III-B, as awarded on September 8, 2022 and February 13, 2023, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS and 231NHOASS.
      - 1.1.2. 49.48% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR.
      - 1.1.3. 0.88% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supportive Services, CFDA 93.044, FAIN 2101NHSSC6.
    - 1.2. 41.39% General funds.
4. Modify Exhibit C, Payment Terms, Section 3 through Subsection 3.1, to read:
  3. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-1 Rate Sheet through C-2 Rate Sheet.
    - 3.1. Payment for COVID-19 discretionary funding shall be on a cost-reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-3, Amendment #1, SFY 2024 Budget through C-4, Amendment #1 SFY 2024 Budget.
5. Modify Exhibit C, Payment Terms, Section 4, to read:
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.beasinvoices@dhhs.nh.gov](mailto:dhhs.beasinvoices@dhhs.nh.gov) or mailed to:

Program Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301

6. Add Exhibit C-3, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-4, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.

DS  
Blt

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

6/9/2023

Date

DocuSigned by:

Melissa Hardy

Name: Melissa Hardy

Title: Director, DLTSS

Waypoint

6/6/2023

Date

DocuSigned by:

Borja Alvarez de Toledo

Name: Borja Alvarez de Toledo

Title: president and CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/9/2023

Date

DocuSigned by:

*Robyn Guarino*

749734844041460

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services	
Contractor Name: <i>Waypoint (Hillsborough County)</i>	
Budget Request for: <i>Home Health Services</i>	
Budget Period: <i>SFY 2024</i>	
Indirect Cost Rate (if applicable) 0.00%	
Line Item	Program Cost - Funded by DHHS
1. Salary/Wages	\$0
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)	\$15,000
Other: Retention Stipends & Bonus	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$15,000</b>
<b>Total Indirect Costs</b>	
<b>TOTAL</b>	<b>\$15,000</b>

DS  
DIT

Contractor Initials  
Date 6/6/2023

New Hampshire Department of Health and Human Services	
Contractor Name: <i>Waypoint (Merrimack County)</i>	
Budget Request for: <i>Home Health Services</i>	
Budget Period: <i>SFY 2024</i>	
Indirect Cost Rate (if applicable): <i>0.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary/Wages	\$0
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)	\$15,000
Other: Retention Stipends & Bonus	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$15,000
Total Indirect Costs	
TOTAL	\$15,000

DS  
 BKT

Contractor Initials  
 Date 6/6/2023

# 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 WAYPOINT is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 25, 1914. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62585

Certificate Number: 0006222798



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of May A.D. 2023.

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

David M. Scanlan  
Secretary of State

**WAYPOINT**

Help Along the Way

formerly  
CHILD AND FAMILY SERVICES

**CERTIFICATE OF VOTE**

I, MARK C. ROUVALIS, Board Chair, do hereby certify that:

1. I am a duly elected Officer of WAYPOINT.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Agency duly held on 12/4/18:

**RESOLVED:** That this corporation enters into a contract with the State of New Hampshire, and any of its agencies or departments.

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

BORJA ALVAREZ DE TOLEDO is the duly elected PRESIDENT/CEO of the Agency.

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.

Date

5/31/23

Mark C. Rouvalis

Mark C. Rouvalis, Board Chair





**WAYPOINT**

Help Along the Way

Formerly  
**CHILD AND FAMILY SERVICES**

**MISSION STATEMENT:**

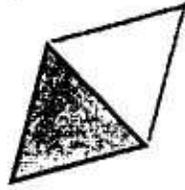
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office (603) 518.4000  
fax (603) 688.6260

464 Chestnut Street  
PO Box 448  
Manchester, NH 03105  
waypointnh.org



# WAYPOINT

## Help Along the Way

**WAYPOINT**

Consolidated Financial Statements and Supplementary Information  
For the Year Ended December 31, 2022

(With Independent Auditor's Report Thereon)

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees  
Waypoint

### Report on the Audit of the Consolidated Financial Statements

#### *Opinion*

We have audited the consolidated financial statements of Waypoint, which comprise the consolidated statement of financial position as of December 31, 2022, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of Waypoint as of December 31, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. 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 Waypoint and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. 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 Consolidated Financial Statements*

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about

---

Merrimack, New Hampshire  
Andover, Massachusetts  
Greenfield, Massachusetts  
Ellsworth, Maine

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Waypoint's ability to continue as a going concern for one year after the date that the consolidated financial statements are issued.

***Auditor's Responsibilities for the Audit of the Consolidated Financial Statements***

Our objectives are to obtain reasonable assurance about whether the consolidated 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 GAAS and *Government 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 consolidated financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated 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 Waypoint'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 consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Waypoint'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.



***Report on Summarized Comparative Information***

We have previously audited Waypoint's 2021 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated April 12, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2021 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

**Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Consolidated Schedules of Operating Expenses for 2022 and 2021 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated May 10, 2023 on our consideration of Waypoint's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Waypoint's internal control over financial reporting and compliance.

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

Merrimack, New Hampshire  
May 10, 2023

## WAYPOINT

Consolidated Statement of Financial Position  
December 31, 2022  
(with comparative totals as of December 31, 2021)

	2022		2022 Total	2021 Total
	Without Donor Restrictions	With Donor Restrictions		
<b>Assets</b>				
<b>Current Assets:</b>				
Cash and cash equivalents	\$ 712,445	\$ -	\$ 712,445	\$ 1,337,022
Restricted cash	76,756	-	76,756	74,103
Accounts receivable, net	801,732	-	801,732	650,657
Grants receivable	1,274,880	-	1,274,880	639,234
Prepaid expenses	587,001	-	587,001	311,664
<b>Total Current Assets</b>	<b>3,452,814</b>	<b>-</b>	<b>3,452,814</b>	<b>3,012,680</b>
<b>Noncurrent Assets:</b>				
Investments	14,896,850	3,671,919	18,568,769	23,526,432
Beneficial interest held in trusts	-	2,020,741	2,020,741	2,202,347
Property and equipment, net	10,105,143	-	10,105,143	6,677,229
Operating right-of-use asset, net	334,034	-	334,034	-
<b>Total Noncurrent Assets</b>	<b>25,336,027</b>	<b>5,692,660</b>	<b>31,028,687</b>	<b>32,406,008</b>
<b>Total Assets</b>	<b>\$ 28,788,841</b>	<b>\$ 5,692,660</b>	<b>\$ 34,481,501</b>	<b>\$ 35,418,688</b>
<b>Liabilities and Net Assets</b>				
<b>Current Liabilities:</b>				
Accounts payable	\$ 246,312	\$ -	\$ 246,312	\$ 290,378
Accrued payroll and related liabilities	891,489	-	891,489	598,828
Other liabilities	205,887	-	205,887	63,699
Current portion of bonds payable	175,000	-	175,000	165,000
Current portion of operating lease liability	175,381	-	175,381	-
Refundable advances	443,742	-	443,742	660,937
<b>Total Current Liabilities</b>	<b>2,137,811</b>	<b>-</b>	<b>2,137,811</b>	<b>1,778,842</b>
<b>Noncurrent Liabilities:</b>				
Bonds payable, net of current portion	3,355,167	-	3,355,167	3,590,000
Operating lease liability, net of current portion	160,212	-	160,212	-
Deferred loans - NHHFA	1,250,000	-	1,250,000	1,250,000
Interest rate swap agreements	399,935	-	399,935	993,557
<b>Total Noncurrent Liabilities</b>	<b>5,165,314</b>	<b>-</b>	<b>5,165,314</b>	<b>5,833,557</b>
<b>Total Liabilities</b>	<b>7,303,125</b>	<b>-</b>	<b>7,303,125</b>	<b>7,612,399</b>
<b>Net Assets:</b>				
Without donor restrictions	21,485,716	-	21,485,716	20,919,645
With donor restrictions	-	5,692,660	5,692,660	6,886,644
<b>Total Net Assets</b>	<b>21,485,716</b>	<b>5,692,660</b>	<b>27,178,376</b>	<b>27,806,289</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 28,788,841</b>	<b>\$ 5,692,660</b>	<b>\$ 34,481,501</b>	<b>\$ 35,418,688</b>

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

## WAYPOINT

Consolidated Statement of Activities  
For the Year Ended December 31, 2022  
(with summarized comparative totals for the year ended December 31, 2021)

	2022		2022 Total	2021 Total
	Without Donor Restrictions	With Donor Restrictions		
<b>Support and Revenue</b>				
Support:				
Government grants	\$ 9,800,690	\$ -	\$ 9,800,690	\$ 8,916,060
Contributions	740,809	2,100,152	2,840,961	2,159,537
In-kind contributions	48,536	-	48,536	33,700
Special events:				
Gross revenue	224,603	392,352	616,955	443,686
Less cost of direct benefit to donors	<u>(153,690)</u>	<u>-</u>	<u>(153,690)</u>	<u>(56,246)</u>
Net special events revenue	70,913	392,352	463,265	387,440
Revenue:				
Service fees	6,200,380	-	6,200,380	5,511,187
Other income	40,684	-	40,684	21,655
Net Assets Released From Restrictions:				
Program releases	2,966,121	(2,966,121)	-	-
Endowment releases	89,703	(89,703)	-	-
Endowment Transfer to Support Operations	<u>842,559</u>	<u>-</u>	<u>842,559</u>	<u>643,173</u>
Total Support and Revenue	20,800,395	(563,320)	20,237,075	17,672,752
<b>Operating Expenses</b>				
Program services	15,261,737	-	15,261,737	13,488,186
Management and general	2,816,820	-	2,816,820	2,533,833
Fundraising	<u>795,129</u>	<u>-</u>	<u>795,129</u>	<u>647,250</u>
Total Operating Expenses	<u>18,873,686</u>	<u>-</u>	<u>18,873,686</u>	<u>16,669,269</u>
Change in Net Assets From Operations	1,926,709	(563,320)	1,363,389	1,003,483
<b>Nonoperating Activities</b>				
Investment income (loss), net	(3,647,593)	(449,057)	(4,096,650)	2,881,542
Unrealized gain (loss) on interest rate swap	593,622	-	593,622	289,196
Gain on the sale of asset	241,592	-	241,592	-
Change in beneficial interest	-	(413,854)	(413,854)	214,476
Interest income	4,744	-	4,744	1,249
Endowment transfer to support operations	(842,559)	-	(842,559)	(643,173)
Transfer of assets from Richie McFarland Children's Center (Note 21)	<u>2,289,556</u>	<u>232,247</u>	<u>2,521,803</u>	<u>-</u>
Total Nonoperating Activities	<u>(1,360,638)</u>	<u>(630,664)</u>	<u>(1,991,302)</u>	<u>2,743,290</u>
Change in Net Assets	566,071	(1,193,984)	(627,913)	3,746,773
Net Assets, Beginning of Year	<u>20,919,645</u>	<u>6,886,644</u>	<u>27,806,289</u>	<u>24,059,516</u>
Net Assets, End of Year	<u>\$ 21,485,716</u>	<u>\$ 5,692,660</u>	<u>\$ 27,178,376</u>	<u>\$ 27,806,289</u>

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

## WAYPOINT

Consolidated Statement of Functional Expenses  
For the Year Ended December 31, 2022  
(with summarized comparative totals for the year ended December 31, 2021).

	2022				2021 Total
	Program Services	Management and General	Fundraising	2022 Total	
Personnel expense:					
Salaries and wages	\$ 8,769,046	\$ 1,441,503	\$ 508,864	\$ 10,719,413	\$ 9,650,270
Employee benefits	1,324,206	156,284	44,810	1,525,300	1,270,901
Retirement plan	92,034	20,467	8,898	121,399	101,614
Payroll taxes and other	874,069	112,764	39,253	1,026,086	885,256
Mileage reimbursement	360,146	9,703	1,747	371,596	236,673
Contracted services	648,579	370,654	160,215	1,179,448	1,309,317
Subtotal personnel expense	<u>12,068,080</u>	<u>2,111,375</u>	<u>763,787</u>	<u>14,943,242</u>	<u>13,454,031</u>
Accounting	75	51,055	-	51,130	35,380
Assistance to individuals	1,100,071	717	50,017	1,150,805	901,544
Communications	184,344	32,935	12,811	230,090	212,681
Conferences, conventions, meetings	132,818	49,868	2,628	185,314	100,827
Depreciation	320,715	170,620	8,600	499,935	458,709
Insurance	79,551	15,794	2,532	97,877	64,578
Interest	222,898	22,106	6,388	251,392	233,409
Legal	2,044	16,617	-	18,661	12,543
Membership dues	28,105	26,169	2,437	56,711	60,902
Miscellaneous	38,075	34,413	8,675	81,163	60,596
Occupancy	732,997	54,952	11,895	799,844	667,827
Printing and publications	29,688	29,232	67,493	126,413	70,853
Rental and equipment maintenance	157,766	174,987	8,806	341,559	247,684
Supplies	143,892	12,963	2,740	159,595	123,453
Travel	20,618	13,017	10	33,645	20,498
Total Expenses By Function	<u>15,261,737</u>	<u>2,816,820</u>	<u>948,819</u>	<u>19,027,376</u>	<u>16,725,515</u>
Less expenses included on the Statement of Activities:					
Cost of direct benefits to donors	-	-	(153,690)	(153,690)	(56,246)
Total Expenses Reported on the Statement of Activities	<u>\$ 15,261,737</u>	<u>\$ 2,816,820</u>	<u>\$ 795,129</u>	<u>\$ 18,873,686</u>	<u>\$ 16,669,269</u>

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

## WAYPOINT

Consolidated Statement of Cash Flows  
For the Year Ended December 31, 2022  
(with comparative totals for the year ended December 31, 2021)

	<u>2022</u>	<u>2021</u>
<b>Cash Flows From Operating Activities:</b>		
Change in net assets	\$ (627,913)	\$ 3,746,773
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	499,935	458,709
Disposals of fixed assets	242,906	1,889
Amortization of operating right-of-use assets	173,740	
Contributions restricted for endowment	(71,249)	
Realized (gain) loss on investments	(171,631)	(1,462,149)
Unrealized (gain) loss on investments	4,768,167	(1,028,032)
Change in beneficial interest in trusts	413,854	(214,476)
Change in interest rate swap	(593,622)	(289,196)
RMCC fixed assets and beneficial interest (Note 21)	(1,332,247)	
Changes in operating assets and liabilities:		
Accounts receivable	(151,075)	(295,049)
Grants receivable	(635,646)	205,925
Prepaid expenses	(275,337)	(134,246)
Accounts payable	(44,066)	(30,492)
Accrued payroll and related liabilities	292,661	60,092
Other liabilities	142,188	(1,200)
Refundable advances	(217,195)	(1,868,372)
Operating lease liability	<u>(172,182)</u>	
<b>Net Cash Provided (Used) By Operating Activities</b>	<b>2,241,288</b>	<b>(849,824)</b>
<b>Cash Flows From Investing Activities</b>		
Purchases of investments	(571,135)	(401,514)
Proceeds from sale of investments	932,262	697,285
Purchase of fixed assets	<u>(3,070,755)</u>	<u>(700,247)</u>
<b>Net Cash Used By Investing Activities</b>	<b>(2,709,628)</b>	<b>(404,476)</b>
<b>Cash Flows From Financing Activities</b>		
Contributions restricted for endowment	71,249	
Proceeds from line of credit		4,841,239
Principal payments on line of credit		(4,841,239)
Payment of long-term debt	<u>(224,833)</u>	<u>(160,000)</u>
<b>Net Cash Used By Financing Activities</b>	<b>(153,584)</b>	<b>(160,000)</b>
<b>Net Change in Cash and Cash Equivalents and Restricted Cash</b>	<b>(621,924)</b>	<b>(1,414,300)</b>
<b>Cash and Cash Equivalents, and Restricted Cash, Beginning of Year</b>	<b><u>1,411,125</u></b>	<b><u>2,825,425</u></b>
<b>Cash and Cash Equivalents, and Restricted Cash, End of Year</b>	<b><u>\$ 789,201</u></b>	<b><u>\$ 1,411,125</u></b>
<b>Supplemental Disclosure of Cash Flow Information:</b>		
Cash paid during the year for interest	<u>\$ 251,392</u>	<u>\$ 233,409</u>
<b>Supplemental Disclosure of Non-cash Investing Activity:</b>		
RMCC fixed assets and beneficial interest (Note 21)	<u>\$ 1,332,247</u>	<u>\$ -</u>
<b>As reported in the Consolidated Statement of Financial Position, cash balance consists of:</b>		
Cash and cash equivalents	\$ 712,445	\$ 1,337,022
Restricted cash	<u>76,756</u>	<u>74,103</u>
<b>Total cash, cash equivalents, and restricted cash</b>	<b><u>\$ 789,201</u></b>	<b><u>\$ 1,411,125</u></b>

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

## WAYPOINT

### Notes to Consolidated Financial Statements For the Year Ended December 31, 2022

#### 1. Organization

Waypoint (the Organization) is a nonprofit organization, founded in 1850, that currently aids more than 6,800 individuals, statewide, through an array of social services.

These services span the life cycle from prenatal to seniors, and can be grouped into the following categories:

##### *Family Support*

Nearly 2,700 individuals received assistance through the Early Childhood and Family Support programs. Parents received education and support to improve parenting, strengthen families, prevent child abuse and neglect, and ensure healthy development of children. Young children starting life at a disadvantage received critical services to ensure a good beginning and to optimize their chance for life-long success. Some of the programs focused on early childhood include:

##### *Early Support and Services*

The Early Support and Services program provides family-centered support and therapies to infants and toddlers who have developmental disabilities, delays, or are at risk of developmental delays. Services work to optimize babies' cognitive, physical, emotional and social development, and chance for success. Services are provided in the child's natural environment (home, day care, playground, etc.).

##### *Home Visiting Services*

A number of different prevention programs are offered in the home during those critical early years of a child's life. A spectrum of services includes support to new mothers and those struggling to parent; services for children with chronic health conditions; prenatal services for babies being born at a disadvantage into low-income families; and programs to encourage positive early parent/child relationships and promote optimal early childhood development. Services are provided by nurses, social workers, developmental specialists, occupational therapists, health educators, and home visitors.

##### *Partners in Health*

Family Support Coordinators provide a variety of services to families who have a child with a chronic health condition. Services include identifying needs and helping access available resources, working with schools, insurance companies and health care providers and creating social and recreational opportunities with other families that share similar concerns.

*The Children's Place and Parent Education Center*

The Children's Place and Parent Education Center (TCP) in Concord, NH provides both educational and social programs and services to strengthen and enrich the lives of families with children, two months through six years old.

***Family Preservation***

The Organization contracts with the State of New Hampshire, the federal government, and insurance companies, to provide a continuum of services for children, adolescents, and young adults. Programs are delivered to 3,000 individuals in the home, schools, or community, and include mental health counseling and substance abuse treatment, as well as a complex system of family stabilization and preservation programs, child protection services, and services for at-risk youth. Some of the programs include:

*Foster Care*

The Organization works with the State of New Hampshire in placing children who have been rescued from dangerous home environments, into safe, stable, loving homes. The Organization recruits and supports foster families and works to facilitate permanency for each child.

*Home Based Services*

The Organization has a number of programs provided in the family home that are designed to help families who are struggling through daily life - where children are at risk. Services work to thwart domestic violence, rebuild families, and to improve family functioning. The Organization empowers families with the skills and resources they need to provide for their children and become self-sufficient.

*Community Based Voluntary Services*

The Organization works with families at risk to equip them with the skills and tools to overcome life challenges and prevent the need for state involvement. The program partners with families to recognize their strengths and find solutions to everyday problems by removing barriers, tailoring services to their needs, and enhancing access to resources and connections.

***Runaway and Homeless Youth Services***

The Organization is the sole provider of services for runaway and homeless youth in Manchester and the Seacoast. In 2022, over 700 individuals were served. A full spectrum of services features outreach to at-risk youth that includes survival aid on the streets and basic needs fulfillment at the drop-in center, as well as crisis intervention, educational and vocational advocacy, housing, and case management. The Organization operates the only shelter specifically for adults aged 18-24 who are experiencing or are at-risk of homelessness. The Organization also provides behavioral health and substance use counseling where needed. The Organization works with school systems, police, and other agencies in addressing the needs of New Hampshire's homeless youth.

### ***Home Care***

The Organization helps 460 seniors and individuals with chronic illness or disability to live at home safely and with dignity, and to maintain quality of life. Services are delivered by homemakers, companions, personal care service providers, and LNAs. The Organization's caregivers go to client homes to help with everything from cooking and cleaning to personal hygiene, medication reminders, mobility, travel to appointments, paying bills, help with daily tasks, and communication with family members.

### ***Other Programs***

#### ***The New Hampshire Children's Lobby***

Established in 1971, the New Hampshire Children's Lobby is the advocacy wing of Waypoint. The program's mission is to improve the lives of children and families through legislative, judicial, and public policy initiatives. This combination of advocacy and direct service practice uniquely positions the Organization to serve the best interest of New Hampshire children.

#### ***Resources for Families Affected by Incarceration***

A variety of programs and services are available that support the needs of incarcerated parents, their children, and the parents/caregivers of the child during the period of incarceration. This program is a partnership between Waypoint, New Hampshire Family Resource Centers, Family Connections Center-NHDOC and New Hampshire Jails.

## **2. Summary of Significant Accounting Policies**

The following is a summary of significant accounting policies used in preparing and presenting the accompanying consolidated financial statements.

### ***Basis of Financial Statement Presentation***

The consolidated financial statements of the Organization have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP).

### ***Change in Accounting Principle***

#### ***ASU 2016-02, Leases***

Effective January 1, 2022, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, *Leases*. The Organization determines if an arrangement contains a lease at inception based on whether the Organization has the right to control the asset during the contract period and other facts and circumstances. The Organization elected the package of practical expedients permitted under the transition guidance within the new standard, which among other things, allowed it to carry forward the historical lease classification. The Organization elected the short-term lease recognition exemption for all leases that qualify. Consequently, for those leases that qualify, the Organization will not recognize right-of-use assets or lease liabilities on the Statement of Financial Position. The Organization generally does not have access to the rate implicit in the lease and, therefore, the Organization utilizes a risk-free rate as the discount rate.

The adoption of ASC 842 resulted in the recognition of right-to-use assets of \$507,774 and operating lease liabilities of \$507,774 as of January 1, 2022. Results for periods beginning prior to January 1, 2022 continue to be reported in accordance with the Organization's historical accounting treatment. The adoption of ASC 842 did not have a material impact on the Organization's results of operations and cash flows.

See *Summary of Significant Accounting Policies, Leases*, for further discussion of the effects of adopting ASC 842 on the Organization's significant accounting policies.

***ASU 2020-07, Contributed Nonfinancial Assets***

In 2022, the Organization retrospectively adopted Accounting Standards Update (ASU) 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. The new guidance requires nonprofit entities to present contributed nonfinancial assets as a separate line item in the Statement of Activities, apart from contributions of cash or other financial assets. The standard also increases the disclosure requirements around contributed nonfinancial assets, including disaggregating by category the types of contributed nonfinancial assets a nonprofit entity has received. Adoption of this standard did not have a significant impact on the financial statements, with the exception of increased disclosure.

***Principles of Consolidation***

The consolidated financial statements include Waypoint and Child and Family Realty Corporation, commonly controlled organizations. All inter-organization transactions have been eliminated. Unless otherwise noted, these consolidated entities are hereinafter referred to as "the Organization".

***Comparative Financial Information***

The accompanying consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the audited consolidated financial statements for the year ended December 31, 2021, from which the summarized information was derived.

***Cash and Cash Equivalents***

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. Cash and highly liquid financial instruments invested for long-term purposes, including endowments that are perpetual in nature, are excluded from this definition.

***Accounts Receivable***

Accounts receivable consists primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable.

***Grants Receivable***

Grants receivable, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. Amounts recorded as grants receivable represent cost-reimbursable contracts and grants, which the incurrence of allowable qualifying expenses and/or the performance of certain requirements have been met or performed. The allowance for uncollectible grants receivable is based on historical experience and a review of subsequent collections. Management has determined that no allowance is necessary.

***Investments***

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the Consolidated Statement of Financial Position. Net investment return/(loss) is reported in the Consolidated Statement of Activities and consists of interest and dividend income, realized and unrealized gains and losses, less external investment expenses.

The Organization maintains pooled investment accounts for its endowment. Realized and unrealized gains and losses are allocated to the individual endowments based on the relationship of the market value of each endowment to the total market value of the pooled investment accounts, as adjusted for additions to or deductions from those accounts, and taking into consideration donor restrictions related to the treatment of investment earnings.

***Beneficial Interest Held in Trusts***

The Organization is the beneficiary of perpetual charitable trusts. The beneficial interest in trusts is reported at its fair value, which is estimated as the fair value of the underlying trust assets. Distributions of income from trust assets are restricted as to use and are reported as increases in net assets with donor restrictions until expended in accordance with restrictions. The value of the beneficial interest in the trusts is adjusted annually for the change in its estimated fair value. Those changes in value are reported as increases in net assets with donor restrictions. The assets in the trusts will never be distributed to the Organization.

***Property and Equipment***

Property and equipment additions over \$5,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 5 to 50 years. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Consolidated Statement of Activities. Costs of

maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed. Assets not in service are not depreciated.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in 2022 or 2021.

***Leases***

The Organization is a lessee in several noncancellable operating leases, for office space and equipment. The Organization determines if an arrangement is a lease, or contains a lease, at inception of a contract and when the terms of an existing contract are changed. The Organization recognizes a lease liability and a right-of-use (ROU) asset at the commencement date of the lease. The lease liability is initially and subsequently recognized based on the present value of its future lease payments. Variable payments are included in the future lease payments when those variable payments depend on an index or a rate. The Organization generally does not have access to the rate implicit in the lease and, therefore, the Organization utilizes a risk-free rate as the discount rate at the lease commencement date for all classes of underlying assets. The ROU asset is subsequently measured throughout the lease term at the amount of the remeasured lease liability (i.e., present value of the remaining lease payments), plus unamortized initial direct costs, plus (minus) any prepaid (accrued) lease payments, less the unamortized balance of lease incentives received, and any impairment recognized. Lease cost for lease payments is recognized on a straight-line basis over the lease term.

The Organization has elected, for all underlying classes of assets, to not recognize ROU assets and lease liabilities for short-term leases that have a lease term of 12 months or less at lease commencement, and do not include an option to purchase the underlying asset that the Organization is reasonably certain to exercise. The Organization recognizes lease costs associated with short-term leases on a straight-line basis over the lease term.

The Organization has lease agreements with lease and non-lease components, which are generally accounted for separately. The Organization has elected, for all underlying classes of assets, to account for each separate lease component of a contract and its associated non-lease components (repairs and maintenance) as a single lease component. For arrangements accounted for as a single lease component, there may be variability in future lease payments as the amount of the non-lease components is typically revised from one period to the next. These variable lease payments are recognized in operating expenses in the period in which the obligation for those payments was incurred.

***Interest Rate Swap***

An interest rate swap is utilized to mitigate interest rate risk on bonds payable. The related liability is reported at fair value in the Consolidated Statement of Financial Position, and unrealized gains or losses are included in the Consolidated Statement of Activities.

***Net Assets***

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions.

***Net Assets Without Donor Restrictions***

Net assets available for use in general operations and not subject to donor (or certain grantor) imposed restrictions. The Board has designated, from net assets without donor restrictions, net assets for a board-designated endowment.

***Net Assets With Donor Restrictions***

Net assets subject to donor (or certain grantor) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a Board approved spending policy. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. The Organization recognizes revenue from contributions and grants that were initially conditional, which became unconditional with restrictions during the reporting period, and for which those restrictions were met during the reporting period, as net assets without donor restrictions.

***Revenue and Revenue Recognition***

A portion of the Organization's revenue is derived from cost-reimbursable contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Consolidated Statement of Financial Position.

The Organization recognizes contributions when cash, securities or other assets; an unconditional promise to give; or a notification of a beneficial interest is received. Conditional promises to give - that is, those with a measurable performance or other barrier and a right of return - are not recognized until the conditions on which they depend have been met.

The Organization records special events revenue equal to the fair value of direct benefits to donors, and contribution income for the excess received when the event takes place.

Revenues derived from providing program services are recognized as the services are provided. Program service fees paid in advance are deferred to the period to which they relate. All other amounts paid in advance are deferred to the period in which the underlying event or rental takes place. Due to the nature and timing of the performance and/or transfer of services, certain contract liabilities at December 31 of each year are recognized in the following year.

***Donated Services and In-Kind Contributions***

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by GAAP. GAAP allows recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills. Donated professional services are recorded at the respective fair values of the services received. Contributed goods are recorded at fair value at the date of donation and as expenses when placed in service or distributed. Donated use of facilities is reported as a contribution and as an expense at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the amount is reported as a contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use.

***Advertising Costs***

Advertising costs are expensed as incurred and are reported in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses.

***Functional Allocation of Expenses***

The costs of program and supporting services activities have been summarized on a functional basis in the Consolidated Statement of Activities. The Consolidated Statement of Functional Expenses presents the natural classification detail of expenses by function.

The consolidated financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salary and benefits, which are allocated based on time and effort estimates, and occupancy costs and depreciation which are allocated based on personnel count at the location.

***Measure of Operations***

The Consolidated Statement of Activities reports all changes in net assets, including changes in net assets from operating and nonoperating activities. Operating activities consist of those items attributable to the Organization's ongoing programs and services and include the

Organization's annual endowment transfer to support operations. Nonoperating activities are limited to resources outside of those programs and services and are comprised of non-recurring gains and losses on sales and dispositions, investment income, and changes in the value of beneficial interests and interest rate swaps.

***Income Taxes***

Waypoint has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. Child and Family Realty Corporation is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(25).

Each entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, each is subject to income tax on net income that is derived from business activities that are unrelated to their exempt purpose.

***Estimates***

The preparation of consolidated financial statements in conformity with 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, and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

***Financial Instruments and Credit Risk***

Deposit concentration risk is managed by placing cash deposits with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates. Investments are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such change could materially affect the amounts reported in the Consolidated Statement of Financial Position. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Investment Committee believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

***Fair Value Measurements and Disclosures***

Certain assets and liabilities are reported at fair value in the consolidated financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the

asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

- Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.
- Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.
- Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset or liability within the hierarchy is based upon the pricing transparency of the asset or liability and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

### ***New Accounting Standards to be Adopted in the Future***

#### ***Credit Losses***

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the Statement of Activities will reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the year ending December 31, 2023. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

### 3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Consolidated Statement of Financial Position, were comprised of the following at December 31, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 712,445	\$ 1,337,022
Restricted cash	76,756	74,103
Accounts receivable, net	801,732	650,657
Grants receivable	1,274,880	639,234
Investments	18,568,769	23,526,432
Beneficial interest held in trusts	<u>2,020,741</u>	<u>2,202,347</u>
Total financial assets	23,455,323	28,429,795
Less amounts not available to be used within one year:		
Restricted cash not available for general expenditure	76,756	74,103
Net assets with donor restrictions	5,692,660	6,886,644
Less:		
Net assets with purpose restrictions to be met in less than a year	(1,133,668)	(1,678,535)
Donor-restricted endowment subject to spending policy rate and appropriation	(73,998)	(120,230)
Board-designated endowment	14,896,850	18,842,135
Less:		
Board-designated endowment annual spending policy rate and appropriation	<u>(868,594)</u>	<u>(541,770)</u>
Total amounts not available to be used within one year	<u>18,590,006</u>	<u>23,462,347</u>
Financial assets available to meet general expenditures over the next year	<u>\$ 4,865,317</u>	<u>\$ 4,967,448</u>

Endowment funds consist of donor-restricted endowments and funds designated by the Board to function as endowments. Income from donor-restricted endowments is restricted for specific purposes. The portion of endowment funds that are perpetual in nature are not available for general expenditure.

The board-designated endowment is subject to an annual spending rate as determined by the Board. Although there is no intention to spend from the board-designated endowment (other than amounts appropriated for general expenditure as part of the Board's annual budget approval and appropriation), these amounts could be made available if necessary.

As part of its liquidity management plan, the Organization also has a \$1,500,000 revolving line of credit available to meet cash flow needs.

#### 4. Accounts Receivable

Accounts receivable consisted of the following at December 31, 2022 and 2021:

	2022			2021		
	Receivable	Allowance	Net	Receivable	Allowance	Net
Fees for service	\$ 802,032	\$ (300)	\$ 801,732	\$ 650,957	\$ (300)	\$ 650,657
Total	\$ 802,032	\$ (300)	\$ 801,732	\$ 650,957	\$ (300)	\$ 650,657

#### 5. Prepaid Expenses

Prepaid expenses at year-end relate primarily to prepaid insurance and contracts.

#### 6. Investments

Investments measured at fair value on a recurring basis consisted of mutual funds totaling \$18,568,769 and \$23,526,432 at December 31, 2022 and 2021, respectively. During 2022 and 2021, the Organization recognized \$(4,596,536) and \$2,490,181, respectively, of net gains and losses on investments. Of those amounts, \$(4,596,536) and \$2,490,181 was recognized on investments of equity securities held at December 31, 2022 and 2021, respectively.

Under the terms of the Organization's line of credit agreement (Note 9), the Organization has agreed not to pledge these investments as security on any other debt.

The Organization's policy is to avail itself of a Board-approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees is a percentage of the average total endowment value over the previous twelve quarters, with a 1% contingency margin. In 2022, the approved rate was 5.00%. In 2021, the approved rate was 4.00% from January through September and 5.00% thereafter.

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near

term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

The Organization uses the following method to determine the fair value of its investments:

*Mutual funds:* Level 1 as determined by the published value per unit at the end of the last trading day of the year, which is the basis for transactions at that date.

## 7. Beneficial Interest Held in Trusts

The Organization is the sole beneficiary of four funds that are administered by the New Hampshire Charitable Foundation (NHCF). Income from the funds is to provide assistance to children attending camp and for capital improvements to the camp, and to support the Early Supports and Services program based in the Stratham office. The fund's resolutions provide that distributions from the funds can be made at the discretion of the NHCF Board of Directors.

At December 31, 2022 and 2021, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$1,152,876 and \$1,112,493, respectively.

In addition, the Organization has a split-interest in three charitable remainder trusts. The assets are held in trust by banks as permanent trustees of the trusts. The fair value of these beneficial interests is determined by applying the Organization's percentage interest to the fair value of the trust assets as reported by the trustee.

<u>Trust</u>	<u>Percentage</u>		<u>2022</u>	<u>2021</u>
	<u>Interest</u>			
Greenleaf	100%	\$	335,096	\$ 415,006
Spaulding	100%		300,889	380,406
Cogswell	50%		231,880	294,442
Total		\$	<u>867,865</u>	<u>\$ 1,089,854</u>

Beneficial interest held in trusts is reported at fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 2, the valuation technique used by the Organization is a Level 3 measure because there are no observable market transactions.

**8. Property and Equipment**

Property and equipment was comprised of the following at December 31, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Land and land improvements	\$ 958,884	\$ 943,800
Buildings and improvements	10,995,856	7,376,874
Furniture, fixtures, and equipment	962,064	908,672
Vehicles	68,761	86,019
Software	503,924	503,924
Construction in progress	15,220	426,668
Assets held for sale (Camp Spaulding)	<u>2,069,667</u>	<u>2,069,667</u>
Subtotal	15,574,376	12,315,624
Less accumulated depreciation	<u>(5,469,233)</u>	<u>(5,638,395)</u>
Total	<u>\$ 10,105,143</u>	<u>\$ 6,677,229</u>

**9. Line of Credit**

The Organization has a \$1,500,000 revolving line of credit agreement with a bank, which is payable on demand. The line is secured by a first lien on accounts receivable, double negative pledge on all investments of the borrower, and carries a variable rate of interest at the Wall Street Journal prime rate (7.5% at December 31, 2022), adjusted daily. At December 31, 2022 and 2021, there was no outstanding balance on this line of credit.

**10. Bonds Payable**

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bondholders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2022 and 2021 is added to interest

expense in the Consolidated Statement of Functional Expenses. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2022 and 2021, the Organization recorded the swap liability position of \$399,395 and \$993,557, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2022, the Organization was in compliance with these covenants.

The following is a summary of future payments on the previously mentioned bonds payable:

<u>Year</u>	<u>Amount</u>
2023	\$ 175,000
2024	180,000
2025	195,000
2026	200,000
2027	205,000
Thereafter	<u>2,575,167</u>
Total	\$ <u>3,530,167</u>

## 11. Leases

The Organization rents property and equipment under non-cancelable operating lease agreements with monthly payments ranging from \$1,430 to \$3,229. The leases expire at various dates through October 2025.

While all agreements provide minimum lease payments, some include payments adjusted for inflation or variable common area maintenance charges. Variable payments are not determinable at the lease commencement and are not included in the measurement of lease assets and liabilities. The lease agreements do not include any material residual value guarantees or restrictive covenants.

The components of operating lease expense that are included in the Statement of Activities for the year ended December 31, 2022 were as follows:

Fixed lease cost	\$ 176,300
Variable lease cost	57,396
Short-term lease cost	<u>14,000</u>
Total lease cost	\$ <u>247,696</u>

During the year ended December 31, 2022, the Organization had the following cash and non-cash activities related to operating leases:

Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows for operating leases	\$ 176,600
Non-cash investing and financing activities:	
Lease assets obtained in exchange for lease liabilities:	
Operating leases	\$ 507,774

Weighted average lease term and discount rate at December 31, 2022, were as follows:

Weighted average remaining lease term (years)	2.14
Weighted average discount rate	1.04%

Future payments due under operating leases as of December 31, 2022, were as follows for the years ending December 31:

2023	\$ 178,096
2024	115,716
2025	<u>45,900</u>
Total lease payments	339,712
Less imputed interest	<u>4,119</u>
Present value of lease liabilities	<u>\$ 335,593</u>

Rent expense, as previously defined under FASB ASC 840, for all operating leases was \$227,552 for the year ended December 31, 2021.

## 12. Refundable Advances

Refundable advances totaling \$443,742 and \$660,937 at December 31, 2022 and 2021, respectively, primarily include grant funds received in advance from the New Hampshire Department of Health and Human Services for community-based voluntary services and American Rescue Plan Act funds. Revenues will be recognized as the conditions of the grants are met.

### 13. Deferred Loans - NHHFA

Deferred loans at December 31, 2022 and 2021 were comprised of the following:

Note payable to the New Hampshire Housing and Finance Authority (NHHFA) dated June 7, 2005. The face amount of the note is \$550,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Dover, New Hampshire. In line with the regulatory agreement related to the note payable, the Organization has remitted to NHHFA funds to establish an operating and replacement reserve. The balance of this reserve is reported as restricted cash on the Consolidated Statement of Financial Position. The restricted cash balance related to this note as of December 31, 2022 and 2021 totaled \$33,336 and \$32,102, respectively.

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is \$700,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Manchester, New Hampshire. In line with the regulatory agreement related to the note payable, the Organization has remitted to NHHFA funds to establish an operating and replacement reserve. The balance of this reserve is reported as restricted cash on the Consolidated Statement of Financial Position. The restricted cash balance as of December 31, 2022 and 2021 related to this note totaled \$43,420 and \$42,001, respectively.

### 14. Endowment Funds

#### *Types of Funds*

The Organization's endowment consists of various individual funds established for a variety of purposes. The endowment includes both donor-restricted funds and funds designated by the Board of Trustees to function as endowments. As required by GAAP, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

#### *Board-Designated Endowment*

As of December 31, 2022 and 2021, the Board of Trustees had designated \$14,896,850 and \$18,842,135 respectively, of net assets without donor restrictions as a general endowment fund to support the mission of the Organization.

#### *Donor-Designated Endowments*

The Board of Trustees of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date for donor-restricted perpetual endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as perpetually restricted net assets (a) the original value of gifts donated to the endowment,

(b) the original value of subsequent gifts to the endowment, and (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added. The remaining portion of the donor-restricted endowment fund that is not classified as perpetually restricted is classified as net assets with donor restrictions until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

***Funds with Deficiencies***

The Organization considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Organization complies with UPMIFA and has interpreted UPMIFA to permit spending from underwater funds in accordance with prudent measures required under the law. The Organization had no underwater endowment funds at December 31, 2022 or 2021.

***Investment Policy***

The Organization has adopted an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve and enhance the principal of the fund and, at the same time, provide a dependable source of support for current operations and programs. The withdrawal from the fund in support of current operations is expected to remain a constant percentage of the total fund, adjusted for new gifts to the fund.

In recognition of the prudence required of fiduciaries, reasonable diversification is sought where possible. Experience has shown financial markets and inflation rates are cyclical and, therefore, control of volatility will be achieved through investment styles. Asset allocation parameters have been developed for various funds within the structure, based on investment objectives, liquidity needs, and time horizon for intended use.

Measurement of investment performance against policy objectives will be computed on a total return basis, net of management fees and transaction costs. Total return is defined as dividend or interest income plus realized and unrealized capital appreciation or depreciation at fair market value.

**Spending Policy**

The Organization's spending policy rate is a percentage of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization. In 2022, the approved rate was 5.00%. In 2021, the approved rate was 4.00% from January through September and 5.00% thereafter.

**Changes in Endowment Net Assets**

The net asset composition of endowment net assets as of December 31, 2022 and changes in endowment net assets for the year ended December 31, 2022 were as follows:

	Without Donor Restrictions	With Donor Restrictions			Total	Total Endowment Net Assets
		Purpose Restricted	Cumulative Appreciation	Perpetually Restricted		
Endowment net assets, beginning of year	\$ 18,842,135	\$ 1,678,535	\$ 1,327,161	\$ 1,678,601	\$ 4,684,297	\$ 23,526,432
Contributions	-	-	-	71,249	71,249	71,249
Appropriations from endowment	(842,559)	-	(89,703)	-	(89,703)	(932,262)
Temporary appropriation for purpose-restricted net assets	544,867	(544,867)	-	-	(544,867)	-
Investment income, net	(3,647,593)	-	(449,057)	-	(449,057)	(4,096,650)
Endowment net assets, end of year	\$ 14,896,850	\$ 1,133,668	\$ 788,401	\$ 1,749,850	\$ 3,671,919	\$ 18,568,769

The net asset composition of endowment net assets as of December 31, 2021 and changes in endowment net assets for the year ended December 31, 2021 were as follows:

	Without Donor Restrictions	With Donor Restrictions			Total	Total Endowment Net Assets
		Purpose Restricted	Cumulative Appreciation	Perpetually Restricted		
Endowment net assets, beginning of year	\$ 18,612,885	\$ -	\$ 1,050,689	\$ 1,678,601	\$ 2,729,290	\$ 21,342,175
Contributions	-	-	-	-	-	-
Appropriations from endowment	(643,173)	-	(54,112)	-	(54,112)	(697,285)
Temporary appropriation for purpose-restricted net assets	(1,678,535)	1,678,535	-	-	1,678,535	-
Investment income, net	2,550,958	-	330,584	-	330,584	2,881,542
Endowment net assets, end of year	\$ 18,842,135	\$ 1,678,535	\$ 1,327,161	\$ 1,678,601	\$ 4,684,297	\$ 23,526,432

**15. Net Assets****Net Assets Without Donor Restrictions**

Net assets without donor restrictions were comprised of the following at December 31, 2022 and 2021:

	2022	2021
Undesignated net assets	\$ 6,588,866	\$ 2,077,510
Board-designated endowment	14,896,850	18,842,135
Total	\$ 21,485,716	\$ 20,919,645

**Net Assets With Donor Restrictions**

Net assets with donor restrictions were comprised of the following at December 31, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Subject to expenditure for specified purpose:		
Camp	\$ 59,441	\$ 88,373
Family preservation	77,825	30,273
Family resource center	236,029	146,872
Homecare	151,410	183,474
Staff training and other projects	12,544	110,841
Teen and youth	581,804	1,091,207
The Children's Place	14,615	27,495
	<u>1,133,668</u>	<u>1,678,535</u>
Accumulated earnings restricted by donors for:		
General operations	158,281	252,088
Camp operations	252,769	422,315
Other purposes	377,351	652,758
	<u>788,401</u>	<u>1,327,161</u>
Original gift restricted by donors for:		
General operations	136,532	133,407
Camp operations	548,183	548,183
Other purposes	1,065,135	997,011
	<u>1,749,850</u>	<u>1,678,601</u>
Not subject to spending policy or appropriation:		
Beneficial interest in trusts	<u>2,020,741</u>	<u>2,202,347</u>
<b>Total</b>	<b><u>\$ 5,692,660</u></b>	<b><u>\$ 6,886,644</u></b>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the years ended December 31, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Satisfaction of purpose restrictions:		
Camp	\$ 46,947	\$ 7,969
Family preservation	233,742	37,476
Family resource center	234,362	142,366
Homecare	339,340	149,511
Staff training and other projects	150,258	44,981
Teen and youth	1,918,666	115,589
The Children's Place	42,806	42,559
	<u>2,966,121</u>	<u>540,451</u>
Restricted purpose spending-rate distributions and appropriations:		
General operations	15,259	14,100
Other purposes	74,444	40,012
	<u>89,703</u>	<u>54,112</u>
Total	\$ <u>3,055,824</u>	\$ <u>594,563</u>

## 16. Contributed Nonfinancial Assets

The Organization received the following contributions of nonfinancial assets for the years ended December 31, 2022 and 2021:

	Revenue Recognized		Utilization in Programs/Activities	Valuation Techniques and Inputs
	2022	2021		
Food	\$ 27,599	\$ 22,738	Family Preservation, Homecare, and Teen & Youth Services.	U.S. retail prices of identical products using pricing data under a 'like-kind' methodology considering the good's conditions and utility for use at the time of contribution.
Supplies	11,751	9,480	Administration, Family Preservation, and Teen & Youth Services.	U.S. retail prices of identical products using pricing data under a 'like-kind' methodology considering the good's conditions and utility for use at the time of contribution.
Storage	297	-	Teen & Youth Services	Valued at the estimated fair value based on current rates for similar storage space.
Clothing	4,055	1,482	Family Preservation, and Teen & Youth Services.	U.S. retail prices of identical products using pricing data under a 'like-kind' methodology considering the good's conditions and utility for use at the time of contribution.
Toys	777	-	Family Preservation	U.S. retail prices of identical products using pricing data under a 'like-kind' methodology considering the good's conditions and utility for use at the time of contribution.
Services	4,057	-	Family Preservation	Contributed professional services are valued at the estimated fair value based on current rates for similar services.
Total	\$ <u>48,536</u>	\$ <u>33,700</u>		

There were no associated donor restrictions with the above contributed nonfinancial assets.

**17. Assistance to Individuals**

Assistance to individuals was comprised of the following for the years ended December 31, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Payment to parents of foster children	\$ 79,831	\$ 112,950
Housing assistance to youth at risk of homelessness	259,436	242,386
Gift cards provided to families during holiday season	50,000	51,000
Food for at risk youth	36,872	25,914
In kind assistances	48,536	33,700
Other assistance such as medical, childcare, transportation, and family activities	<u>676,130</u>	<u>435,594</u>
Total	<u>\$ 1,150,805</u>	<u>\$ 901,544</u>

**18. Defined Contribution Plan**

The Organization maintains a 403(b) Thrift Plan (the Plan). The Plan is a defined contribution plan that all eligible employees may immediately make elective participant contributions to upon hire. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. Contributions made to the plan by the Organization for the years ended December 31, 2022 and 2021 totaled \$121,399 and \$101,614, respectively.

**19. Related Party Transactions**

The Organization procures a portion of their legal services from a local law firm that employs an attorney who also serves on the Organization's Board of Trustees. The attorney board member does not personally perform the legal services. For the years ended December 31, 2022 and 2021, the total legal expense from related parties was \$10,190 and \$13,989, respectively.

**20. Concentration of Risk**

The majority of the Organization's grants are received from agencies of the State of New Hampshire. As such, the Organization's ability to generate resources via grants is dependent upon the economic health of that area and of the State of New Hampshire. An economic downturn could cause a decrease in grants that coincides with an increase in demand for the Organization's services.

**21. Transfer of Assets - Richie McFarland Children's Center**

On January 1, 2022, the State of New Hampshire certified the merger of the Organization with the Richie McFarland Children's Center (the Center). The agreement called for all the related assets and liabilities of the Center to be merged entirely into the Organization. This agreement allowed the Organization to expand various child service program offerings throughout the eastern side of the State of New Hampshire.

The Organization recognized the following assets and liabilities on the acquisition date (January 1, 2022):

Assets:	
Cash	\$ 1,128,199
Accounts receivable	83,635
Prepaid expenses	5,845
Beneficial interest held in trusts	232,247
Property and equipment	<u>1,100,000</u>
Total Assets	\$ <u><u>2,549,926</u></u>
Liabilities:	
Accounts payable	\$ 2,782
Accrued payroll and related liabilities	<u>25,341</u>
Total Liabilities	\$ <u><u>28,123</u></u>
Net Assets:	
Net assets without donor restrictions	\$ 2,289,556
Net assets with donor restrictions	<u>232,247</u>
Total Net Assets	\$ <u><u>2,521,803</u></u>

**22. Reclassifications**

Certain reclassifications of amounts previously reported have been made to the accompanying consolidated financial statements to maintain consistency between periods presented. During 2022, the Organization reviewed and updated its program classifications to align to the current operations of the Organization. The update resulted in a change in the allocation of certain expenses. The Organization determined the appropriate response to the change was to recalculate and reclassify 2021 allocations using the current year methodology. The reclassifications had no impact on previously reported net assets.

**23. Subsequent Events**

Subsequent events have been evaluated through May 10, 2023, the date the consolidated financial statements were available to be issued.

## WAYPOINT

Consolidated Schedule of Operating Expenses  
For the Year Ended December 31, 2022

	Family Preservation	Family Support	Runaway & Homeless Youth	Homecare	Advocacy	Camp	Total Program	Management and General	Fundraising	2022 Total
Salaries and wages	\$ 2,933,799	\$ 3,187,125	\$ 1,135,714	\$ 1,385,070	\$ 127,338	\$ -	\$ 8,769,046	\$ 1,441,503	\$ 508,864	\$ 10,719,413
Employee benefits	505,008	481,385	174,838	158,266	4,709	-	1,324,206	156,284	44,810	1,525,300
Retirement plan	29,154	39,168	11,168	10,704	1,840	-	92,034	20,467	8,898	121,399
Payroll taxes and other	298,323	323,621	107,985	134,635	9,505	-	874,069	112,764	39,253	1,026,086
Mileage reimbursement	197,673	93,924	26,602	41,762	185	-	360,146	9,703	1,747	371,596
Contracted services	35,039	222,122	339,713	9,155	42,550	-	648,579	370,654	160,215	1,179,448
Accounting	-	-	75	-	-	-	75	51,055	-	51,130
Assistance to individuals	324,486	374,691	400,529	349	-	16	1,100,071	717	50,017	1,150,805
Communications	63,406	51,845	50,477	17,468	1,136	12	184,344	32,935	12,811	230,090
Conferences, conventions, meetings	20,785	48,452	6,601	1,868	8,183	46,929	132,818	49,868	2,628	185,314
Depreciation	59,324	100,813	110,886	48,113	1,579	-	320,715	170,620	8,600	499,935
Insurance	30,297	22,469	22,800	3,272	713	-	79,551	15,794	2,532	97,877
Interest	44,070	74,891	67,022	35,742	1,173	-	222,898	22,106	6,388	251,392
Legal	-	1,656	-	-	-	388	2,044	16,617	-	18,661
Membership dues	825	7,870	13,656	5,704	50	-	28,105	26,169	2,437	56,711
Miscellaneous	9,455	21,098	6,366	1,156	-	-	38,075	34,413	8,675	81,163
Occupancy	242,992	148,368	285,994	50,155	1,259	4,229	732,997	54,952	11,895	799,844
Printing and publications	4,873	17,729	4,446	267	2,373	-	29,688	29,232	67,493	126,413
Rental and equipment maintenance	79,252	26,162	50,974	1,341	37	-	157,766	174,987	8,806	341,559
Supplies	23,140	62,896	50,656	6,989	134	77	143,892	12,963	2,740	159,595
Travel	3,534	4,195	12,819	65	5	-	20,618	13,017	10	33,645
<b>Total</b>	<b>\$ 4,905,435</b>	<b>\$ 5,310,480</b>	<b>\$ 2,879,321</b>	<b>\$ 1,912,081</b>	<b>\$ 202,769</b>	<b>\$ 51,651</b>	<b>\$ 15,261,737</b>	<b>\$ 2,816,820</b>	<b>\$ 948,819</b>	<b>\$ 19,027,376</b>

See Independent Auditor's Report.

## WAYPOINT

Consolidated Schedule of Operating Expenses  
For the Year Ended December 31, 2021

	Family <u>Preservation</u>	Family <u>Support</u>	Runaway & <u>Homeless Youth</u>	<u>Homecare</u>	<u>Advocacy</u>	<u>Camp</u>	Total <u>Program</u>	Management and <u>General</u>	<u>Fundraising</u>	2021 <u>Total</u>
Salaries and wages	\$ 2,978,149	\$ 2,456,195	\$ 898,837	\$ 1,503,164	\$ 127,284	\$ -	\$ 7,963,629	\$ 1,305,839	\$ 380,802	\$ 9,650,270
Employee benefits	431,539	345,908	151,351	169,647	4,064	-	1,102,509	142,701	25,691	1,270,901
Retirement plan	22,971	22,722	8,334	6,321	2,119	-	62,467	33,340	5,807	101,614
Payroll taxes and other	288,915	244,674	86,915	155,905	9,485	-	785,894	69,615	29,747	885,256
Mileage reimbursement	130,106	35,970	20,697	46,632	-	-	233,405	3,250	18	236,673
Contracted services	42,954	324,479	518,896	3,177	14,700	1,488	905,694	314,483	89,140	1,309,317
Accounting	-	75	-	-	-	-	75	35,305	-	35,380
Assistance to individuals	237,092	237,041	367,522	175	-	6,481	848,311	233	53,000	901,544
Communications	65,065	51,158	39,507	11,083	1,358	10	168,181	34,673	9,827	212,681
Conferences, conventions, meetings	15,296	48,188	2,745	638	1,834	-	68,701	27,937	4,189	100,827
Depreciation	48,057	85,009	114,362	13,857	4,128	-	265,413	185,336	7,960	458,709
Insurance	16,096	14,857	15,198	2,235	551	-	48,937	14,071	1,570	64,578
Interest	40,260	71,217	75,497	11,609	3,458	-	202,041	24,699	6,669	233,409
Legal	-	-	-	-	-	-	-	12,543	-	12,543
Membership dues	986	7,295	11,447	5,363	50	-	25,141	32,379	3,382	60,902
Miscellaneous	2,878	1,084	6,089	1,320	-	-	11,371	35,039	14,186	60,596
Occupancy	195,534	169,810	177,112	22,211	3,023	2,263	569,953	79,464	18,410	667,827
Printing and publications	4,714	12,627	945	1,228	227	-	19,741	12,631	38,481	70,853
Rental and equipment maintenance	58,792	25,045	6,617	272	-	-	90,726	144,596	12,362	247,684
Supplies	26,321	40,422	34,421	4,849	355	40	106,408	14,790	2,255	123,453
Travel	1,346	772	7,376	95	-	-	9,589	10,909	-	20,498
<b>Total</b>	<b>\$ 4,607,071</b>	<b>\$ 4,194,548</b>	<b>\$ 2,543,868</b>	<b>\$ 1,959,781</b>	<b>\$ 172,636</b>	<b>\$ 10,282</b>	<b>\$ 13,488,186</b>	<b>\$ 2,533,833</b>	<b>\$ 703,496</b>	<b>\$ 16,725,515</b>

See Independent Auditor's Report.

## Waypoint Trustees 2022

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William Conrad

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Rob Dapice

Jane E. Gile, Secretary

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Emily Hammond

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Jeffrey P. Seifert, *Treasurer*

Ken R. Sheldon

Jennifer Stebbins, *Vice Chair*

Borja Alvarez de Toledo, M.Ed.

## Professional Profile

- A seasoned leader with more than 18 years of senior level non-profit management experience.
- Strong business acumen with emphasis on developing processes to ensure the alignment of strategy, operations, and outcomes with a strength based approach to leadership development.
- Collaborative leader using systemic and strategic framework in program development, supervision and conflict resolution.

## Professional Experience

Waypoint, formerly Child and Family Services of New Hampshire  
Manchester, NH December 2013- Present

*~ President and CEO*

- Responsible for program planning and development, insuring that Waypoint meets the community needs.
- Advance the public profile of Waypoint by developing innovative approaches and building productive relationships with government, regional and national constituencies.
- Acts as advisor to the Board of Directors and maintains relationships with the regional Boards
- Responsible for all aspects of financial planning, sustainability and oversight of Waypoint's assets
- Work with Development staff and Board of Directors to design and implement all fundraising activities, including cultivation and solicitation of key Individuals, foundations and corporations

Riverside Community Care  
Dedham, MA 2009- 2013

*~ Division Director, Child and Family Services*

- Responsible for strategic vision, planning and implementation of the programmatic, operational and financial sustainability of a \$17M division with more than 300 employees.
- In partnership with The Guidance Center, Inc.'s board of directors, played leadership role in successfully merging with Riverside Community Care, through a process that involved strategic planning, analysis and selection of a viable partner.
- Provide supervision to managers using a strength based approach and a collaborative coaching model to leadership development.

The Guidance Center, Inc.  
Cambridge, MA 1998 - 2009

*~ Chief Operating Officer*

2007 - 2009

- Hired initially as Director of an intensive home-based family program and through successive promotions became responsible for all operations in the organization.
- Responsible for supervision of Division Directors, strategic planning and development of new initiatives.
- Developed strategic relationships with state and local funders, and partnered with community agencies to support the healthy growth of children and families.

Private Practice in Psychotherapy and Clinical Consultation  
Madrid, Spain 1992 - 1998

Universidad Pontificia de Comillas  
Madrid, Spain

1991 - 1998

*~Adjunct Faculty*

- Taught graduate level courses in Family and Couples Therapy program
- Practicum program supervisor: Supervised first year Master's Degree students through live supervision in the treatment of multi-problem families.

Centro Médico-Psicopedagógico  
Madrid, Spain

1994 - 1997

*~Clinical Coordinator/Director of Training.*

- Member of a multi-disciplinary team that provided assessment and treatment to families victims of terrorism and had developed Post Traumatic Stress Disorder.

ITAD (Institute for Alcohol and Drug Treatment),  
Madrid, Spain

1991- 1994

*~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program*

- Provided evaluation and treatment for chemically dependent adults and their families.

*~ Senior Family Therapist, Couples and Family Therapy Program*

- Worked as a family therapist in the evaluation and treatment of adolescents and families.

Charles River Health Management  
Boston, MA

1989 - 1991

*~ Senior Family Therapist, Home Based Family Treatment Program.*

## Education

Graduate Certificate of Business  
University of Massachusetts, Lowell, 2000.  
Master's Degree in Education  
Counseling Psychology Program. Boston University, 1989.  
B.A. in Clinical Psychology  
Universidad Pontificia de Comillas, Madrid, Spain. 1988

## Publications

- 2009 Ayers, S. & Alvarez de Toledo, B. Community Based Mental Health with Children and Families. In A. R. Roberts (Ed.) *Social Worker's Desk Reference* (2<sup>nd</sup> ed.), New York: Oxford University Press, 2009
- 2006 *Topical Discussion: Advancing Community-Based Clinical Practice and Research: Learning in the Field.* Presented at the 10<sup>th</sup> Annual Research Conference: A System of Care for Children's Mental Health: Expanding the Research Base, February 2006, Tampa, FL.
- 2001 Lyman, D.R.; Siegel, R.; Alvarez de Toledo, B.; Ayers, S.; Mikula, J. *How to be little and still think big: Creating a grass roots, evidence based system of care.* Symposium presented at the 14<sup>th</sup> Annual Research Conference in Children's Mental Health, Research and Training Center for Children's Mental Health, February 2001, Tampa, FL.
- 2006 Lyman, D.R., B. Alvarez de Toledo, *The Ecology of intensive community based intervention.* In Lightburn, A., P. Sessions. *Handbook of Community Based Clinical Practice.* Oxford University Press, 2006, England.
- 2001 Lyman, D.R., B. Alvarez de Toledo (2001) *Risk factors and treatment outcomes in a strategic intensive family program.* In Newman, C, C. Liberton, K. Kutash and R. Friedman, (Eds.) *A System of Care for Children's Mental Health: Expanding the Research Base* (2002), pp. 55-58. Research and Training Center for Children's Mental Health, University of South Florida, Tampa, FL.
- 1994-98 Research papers and professional presentations in peer reviewed journals in Spain

## Languages

Fluent in Spanish, French and Italian.

**COLLEEN M. IVES**

**CHIEF OPERATING OFFICER**

Proactive executive with a formidable record of driving systemic change and business expansion. Nimble administrator with strategic planning, business process improvement, cost controls and performance management experience. Collaborative leader with inspirational and decisive management style who achieves exceptional, rather than expected, results. Catalyst for open communications towards a climate of learning to benefit company and individuals.

**PROFESSIONAL EXPERIENCE**

**WAYPOINT, Manchester, NH • 2018-Present**

Statewide private nonprofit that works to advance the well-being of children and families through an array of community-based services.

**Chief Operating Officer**

- Oversees all aspects of program delivery including; fiscal and personnel management, quality assurance and program development

**ROCKPORT MORTGAGE CORPORATION, Gloucester, MA • 2008-2017**

Leading national lender of US Housing & Urban Development insured commercial loans in healthcare, multifamily and affordable housing sectors.

**Vice President, Operations & Quality Control**

- Report to principals with overall responsibility for achieving strategic objectives through oversight of the day-to-day operations of five multi-disciplinary underwriting teams by providing support at the transactional level as well as in the development of procedures and operating practices to match RMC's continued growth.
- Ensure RMC'S compliance with their federally mandated Quality Control Plan through employee development initiatives, monitoring of RMC'S operational practices while integrating new HUD directives into RMC'S existing best practices.

**IVES DEVELOPMENT ASSOCIATES, Manchester, NH • 2005-2016**

Consultancy providing strategic planning and leadership development to public, private and nonprofit companies throughout New England.

**Principal**

Design and facilitate customized corporate retreats, including strategic planning sessions, executive and Board of Directors' training and development, creation or re-affirmation of vision, mission and values and efforts to re-align leadership around key priorities and future direction of the organization. Integrate opportunities to shift organizational culture to more open and candid communications.

- Led an 18-month comprehensive change initiative that:
  - Resulted in the development of a transition plan for the assimilation of an Interim Executive Director including an operations plan that aimed to recalibrate the culture;
- Transformed climate of accountability for a \$55M client by implementing Balanced Scorecard strategic measurement system. Designed, coordinated and facilitated on-site Internal and external analysis of 11 retail locations in 9 states, analyzing threats and weaknesses in business to build a platform for growth.

**CAREER NOTE:** Concurrent with consulting enterprise (2006 – 2010), designed and taught introductory and upper level psychology and sociology courses at Granite State College in Concord, Manchester and Portsmouth, New Hampshire.

**GRANITE STATE INDEPENDENT LIVING, Concord, NH • 2001-2005**

Statewide nonprofit offering long-term care, employment, transportation, advocacy, and other community-based services.

**Acting Executive Director & Chief Operating Officer**

Led internal operations, including service and program delivery, finance, human resources, fundraising and marketing. Transformed organization's culture by promoting a climate of excellence, systemic solutions and learning that benefited the organization and individual employees. Evaluated operational results and facilitated business processes and controls that promoted efficiency and internal information flow. Developed short- and long-range operating plans. Supported up to 14 management-level employees, staff of 90, and \$13M annual operating budget. Held complete performance management authority as well as autonomy to engage in private and state/federal contracts.

- Increased revenue by 78% with more effective grant administration, successful applications for new competitive grants, initiating a comprehensive development / fundraising plan, and increasing the fee-for-service lines of business.
- Increased consumers served from 400 to 3,000+ individuals within three-year period by restructuring existing programs, developing new programs and increasing program accountability with monthly management reports.
- Established foundation for 36-month capacity building plan to enhance infrastructure and overall operations by conducting full organizational audit and successfully presenting to Board of Directors.
- Expanded services and leveraged long-term grant opportunity through company acquisition. Successfully integrated organizational cultures and business practices, including human resource policies, management teams and compensation/benefits.
- Recommended, designed and implemented internal controls and operating procedures for all departments (Human Resources, Finance, Public Relations/ Development, Long-Term Care, Community Living and Employment Services).
- Increased efficiency, raised credibility of financial reporting and reduced headcount by implementing state of the art technology with expertise of retained IT consultant.

**NEW HAMPSHIRE DEPARTMENT OF EDUCATION, VOCATIONAL REHABILITATION, SERVICES FOR BLIND AND VISUALLY IMPAIRED, Concord, NH • 1992-2000**

Statewide organization providing Registry of Legal Blindness, Sight Services for Independent Living, Vocational Rehabilitation and a Business Enterprise program.

**Statewide Director**

Managed professional staff of 8 to deliver services that included 15 statewide rehabilitative support groups, career counseling and vending machine/food service enterprises in State and Federal buildings.

- Awarded \$1.2M 3-year federal grant to provide peer support services in 15 locations across the state
- Led Department to highest rank in standards and benchmarks among 7 other regional offices.
- Enhanced team atmosphere by integrating 4 distinct statewide programs into a cohesive unit.
- Cultivated relationships and formal partnerships with various stakeholders in the statewide network of social and human services and employment arenas.

**EDUCATION**

Doctorate in Human and Organizational Systems  
Master of Arts in Human Development  
Fielding Graduate University, Santa Barbara, California

Master of Arts/CAGS in Rehabilitation Counseling  
Bachelor of Arts in Psychology and Philosophy  
Assumption College, Worcester, Massachusetts

# DENISE A. BENNETT

[REDACTED]  
[REDACTED]  
[REDACTED]

## WORK EXPERIENCE

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### Director of Finance

04/2023 to Present

Waypoint

464 Chestnut Street, Manchester, NH 03101

Responsible for managing all aspects of the Accounting Department. Create and maintain agency budget of \$20 million. Work with directors and senior management on finances for the agency. Responsible for recording the investment activity as well as overseeing the real estate holding company. Review and approve all outgoing contract billings.

### Controller

09/1993 to 04/2023

Waypoint

464 Chestnut Street, Manchester, NH 03101

Oversaw the Accounting department including payroll, a/p & a/r. Assisted senior management in preparing the annual budget for a \$20 million agency. Prepared month end financial statements for all programs. Met with Directors to review financials monthly. Responsible for all outside audits.

### Office Manager

07/1990 to 02/1992

TRW

Bedford, NH

Managed regional sales office. Assistant to regional sales manager.

## SKILLS

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Budgeting - 10+ years

Financial Reporting - 10+ years

Month End Closing - 10+ years

Responsible for all audits - 10+ years

## EDUCATION

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### **Southern NH University**

Bachelor's

Business Management

Manchester, NH

09/1985 to 05/1988

### **Southern NH University**

Associate

Accounting

Manchester, NH

09/1983 to 05/1985

## Waypoint Key Personnel

<u>Name</u>	<u>Title</u>	<u>Salary</u>	<u>% charged to this Grant</u>
Borja Alvarez de Toledo	CEO	190,008	0%
Colleen Ives	COO	146,058	0%
Denise Bennett	Director of Finance	99,840	0%

JUN15'22 PM 3:00 RCVD



Lori A. Sahlbette  
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  
Fax: 603-271-5166 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

June 8, 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 contracts with the Contractors listed below in an amount not to exceed \$11,347,242.44 for the provision of home health services, with the option to renew for up to four (4) additional years, effective July 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 58.8% Federal Funds. 41.2% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Androscoggin Valley Home Care Services (Berlin, NH)	157347	Coos County	\$1,237,380.44
Area HomeCare Family Services, Inc. (Portsmouth, NH)	166931	Rockingham County	\$2,621,184
Easter Seals New Hampshire, Inc. (Manchester, NH)	177204	Hillsborough (Manchester, Milford, Nashua) and Strafford Counties	\$1,537,704
Lakes Region Community Services Council (Laconia, NH)	177251	Belknap, Grafton and Sullivan Counties	\$1,319,858
Visiting Nurse Home Care & Hospice of Carroll County (North Conway, NH)	225191	Carroll County	\$295,600
VNA at HCS, Inc. (Keene, NH)	177274	Cheshire County	\$1,462,584
Waypoint (Manchester, NH)	177166	Hillsborough and Merrimack Counties	\$2,872,934
		<b>Total:</b>	<b>\$11,347,242.44</b>

MAC

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

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

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

Approximately 6,226 individuals will be served during State Fiscal Years 2023 and 2024.

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

In-Home Health Aide Services provide assistance with managing individual personal care needs, including bathing and grooming.

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

The 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 March 22, 2022 through April 26, 2022. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

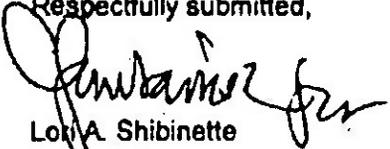
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties,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

Should the Governor and Council not authorize this request, older, isolated and frail adults, age 60 and older, and adults between the ages of 18 and 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; 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

**Division of Finance and Procurement  
Bureau of Contracts and Procurement  
Scoring Sheet**

Project ID # RFA-2023-BEAS-06-HOMEH

Project Title Home Health Services

	Maximum Points Available	Androscoggin Valley (AV) Home Care	Area HomeCare & Family Services, Inc	Easterseals - Hillsborough	Easterseals - Strafford	Home Healthcare, Hospice and Community Services	Lakes Region Community Services - Belknap	Lakes Region Community Services - Grafton	Lakes Region Community Services - Sullivan	Visiting Nurse Home Care & Hospice	Waypoint-Hillsborough	Waypoint-Merrimack
<b>Technical</b>												
Experience Q1	30	28	25	26	26	29	21	21	21	23	30	30
Capacity Q2	25	24	20	21	21	23	17	17	17	17	25	25
Ability Q3	35	33	34	31	31	22	15	15	15	10	34	34
Staffing Q4	10	8	10	9	9	9	9	9	9	8	10	10
<b>TOTAL POINTS</b>	<b>100</b>	<b>91</b>	<b>89</b>	<b>87</b>	<b>87</b>	<b>83</b>	<b>62</b>	<b>62</b>	<b>62</b>	<b>58</b>	<b>99</b>	<b>99</b>

<u>Reviewer Name</u>	<u>Title</u>
1 <u>Shawn Martin</u>	<u>Finance Administrator</u>
2 <u>Kathleen Gray</u>	<u>Bureau of Family Centered Support Staff</u>
3 <u>Thom O'Connor</u>	<u>BEAS Program Administrator</u>
4 <u>Alyssa Voisine</u>	<u>Program Planning &amp; Review Specialist</u>

## Androscoggin Valley Home Care Services

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 103,890.22
2024	540-500382	SS Contracts	multiple	\$ 103,890.22
		Subtotal		\$ 207,780.44

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

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 514,800.00
2024	543-500385	Adult In Home Care	multiple	\$ 514,800.00
		Subtotal		\$ 1,029,600.00
		Grand Total		\$ 1,237,380.44

Area HomeCare Family Services, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 70,584.00
2024	540-500382	SS Contracts	multiple	\$ 70,584.00
		Subtotal		\$ 141,168.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 1,240,008.00
2024	543-500385	Adult In Home Care	multiple	\$ 1,240,008.00
		Subtotal		\$ 2,480,016.00
		Grand Total		\$ 2,621,184.00

Easter Seals New Hampshire, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 66,516.00
2024	540-500382	SS Contracts	multiple	\$ 66,516.00
		Subtotal		\$ 133,032.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 702,336.00
2024	543-500385	Adult In Home Care	multiple	\$ 702,336.00
		Subtotal		\$ 1,404,672.00
		Grand Total		\$ 1,537,704.00

Lakes Region Community Services Council

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 90,456.00
2024	540-500382	SS Contracts	multiple	\$ 90,456.00
		Subtotal		\$ 180,912.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 569,472.00
2024	543-500385	Adult In Home Care	multiple	\$ 569,472.00
		Subtotal		\$ 1,138,944.00
		Grand Total		\$ 1,319,856.00

Visiting Nurse Home Care Hospice of Carroll County

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 39,800.00
2024	540-500382	SS Contracts	multiple	\$ 39,800.00
		Subtotal		\$ 79,600.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 108,000.00
2024	543-500385	Adult In Home Care	multiple	\$ 108,000.00
		Subtotal		\$ 216,000.00
		Grand Total		\$ 295,600.00

VNA at HCS, Inc.

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 16,548.00
2024	540-500382	SS Contracts	multiple	\$ 16,548.00
		Subtotal		\$ 33,096.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 714,744.00
2024	543-500385	Adult In Home Care	multiple	\$ 714,744.00
		Subtotal		\$ 1,429,488.00
		Grand Total		\$ 1,462,584.00

Waypoint

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	540-500382	SS Contracts	multiple	\$ 239,515.00
2024	540-500382	SS Contracts	multiple	\$ 239,515.00
		Subtotal		\$ 479,030.00

**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**

Fiscal Year	Class/Object	Class Title	Job Number	Budget
2023	543-500385	Adult In Home Care	multiple	\$ 1,196,952.00
2024	543-500385	Adult In Home Care	multiple	\$ 1,196,952.00
		Subtotal		\$ 2,393,904.00
		Grand Total		\$ 2,872,934.00

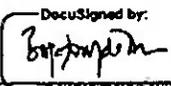
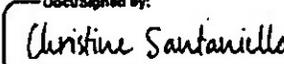
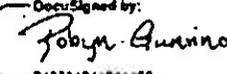
Subject: Home Health Services (RFA-2023-BEAS-06-HOMEH-07)

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

**AGREEMENT**

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

**GENERAL PROVISIONS****I. 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 Waypoint		1.4 Contractor Address 464 Chestnut Street Manchester, NH 03105	
1.5 Contractor Phone Number 603-518-4300	1.6 Account Number 05-95-48-481010-7872; 05-95-48-481010-9255	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$2,872,934
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:  6/8/2022		1.12 Name and Title of Contractor Signatory Borja Alvarez de Toledo president and CEO	
1.13 State Agency Signature DocuSigned by:  6/8/2022		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:  On: 6/8/2022			
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.

Contractor Initials



Date 6/8/2022

**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 Initials

*[Signature]*

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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, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

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

3.3. The parties may extend the Agreement for up 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.

1.3. 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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**EXHIBIT B**

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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 Hillsborough 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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[Signature]

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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. Nursing Services**

1.8.1. The Contractor shall provide nursing services through Title III to eligible individuals, which include, but are not limited to:

1.8.1.1. Providing nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.

1.8.1.2. Providing the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.

1.8.2. The Contractor shall provide the following nursing services based on the individual's need:

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

1.8.2.2. Performing an evaluation of the individual's medical needs.

1.8.2.3. Developing a nursing care plan and incorporating this information into the individual's person-centered plan.

1.8.2.4. Providing nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care physician.

1.8.2.5. Coordinating nursing services to ensure that there is no duplicate provision of services.

1.8.2.6. Ensuring that LPN and registered nursing services are not covered when provided for the purpose of nursing oversight of authorized LNA services.

**1.9. Service Administration**

1.9.1. Access to Services

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

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- 1.9.1.1.1. Accepting applications for services directly from an individual and in accordance with Section 1.9.2., below; and
- 1.9.1.1.2. Accepting referrals of individuals from the Department's Adult Protection Program.
- 1.9.2. Client Request and Application for Services
  - 1.9.2.1. 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:
    - 1.9.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.
    - 1.9.2.1.2. 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.
- 1.9.3. Client Eligibility Requirements for Services
  - 1.9.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.
  - 1.9.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 1.9.7.2., 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.
  - 1.9.3.3. 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.

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- 1.9.3.4. 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.
- 1.9.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.2.
- 1.9.3.6. 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.

**1.9.4. Client Assessments and Service Plans**

- 1.9.4.1. 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.
- 1.9.4.2. 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.
- 1.9.4.3. 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.
- 1.9.4.4. 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.

**1.9.5. Person-Centered Provision of Services**

- 1.9.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into all services provided under this Agreement:
  - 1.9.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.



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- 1.9.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 1.9.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 1.9.5.1.4. Individuals receive the information they need to make informed decisions.
- 1.9.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 1.9.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 1.9.5.1.7. Individual's rights are affirmed and protected.
- 1.9.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 1.9.5.1.9. 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.

**1.9.6. Client Fees and Donations**

- 1.9.6.1. The Contractor shall comply with the donation requirements for Title III Services. The Contractor:
  - 1.9.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.9.7. Adult Protection Services;
  - 1.9.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12;
  - 1.9.6.1.3. Shall ensure the donation is purely voluntary, and must not refuse services if an individual is unable or unwilling to donate;
  - 1.9.6.1.4. Shall not bill or invoice clients and/or their families; and

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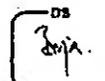
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- 1.9.6.1.5. Shall ensure that all donations support the program for which donations were given.
- 1.9.6.2. The Contractor shall comply with the fee requirements for Title XX Services. The Contractor:
  - 1.9.6.2.1. May charge fees to individuals, (except as stated in Section 1.9.7. Adult Protection Services), receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.
  - 1.9.6.2.2. Shall ensure that the sliding fee schedule complies with the requirements of New Hampshire Administrative Rule He-E 501.
  - 1.9.6.2.3. 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.
  - 1.9.6.2.4. Shall ensure that all fees support the program for which donations were given.
- 1.9.7. Adult Protection Services
  - 1.9.7.1. 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.
  - 1.9.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services described in this Agreement.
  - 1.9.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
  - 1.9.7.4. 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.
- 1.9.8. Referring Clients to Other Services

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- 1.9.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as applicable.
- 1.9.9. Client Wait Lists
- 1.9.9.1. 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.
- 1.9.9.2. 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.
- 1.9.9.3. The Contractor shall ensure individuals with adult protective needs in accordance with RSA 161-F:42-57 are given priority, and:
- 1.9.9.3.1. If the Contractor has a waitlist for providing contracted services, then APS referrals shall be given priority on that waitlist.
- 1.9.9.4. The Contractor shall include at a minimum the following information on its wait list:
- 1.9.9.4.1. The individual's full name and date of birth.
- 1.9.9.4.2. The name of the service being requested.
- 1.9.9.4.3. The date upon which the individual applied for services, which shall be the date the application was received by the Contractor.
- 1.9.9.4.4. The target date of implementing the services based on the communication between the individual and the Contractor.
- 1.9.9.4.5. 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 individual was determined eligible for Title XX services.
- 1.9.9.4.6. The individual's assigned priority on the wait list, determined in accordance with NH Administrative Rules He-E 501 and 502.
- 1.9.9.4.7. A brief description of the individual's circumstances and the services he or she needs.



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- 1.9.9.5. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:
- 1.9.9.5.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
  - 1.9.9.5.2. Declining mental or physical health of the caregiver.
  - 1.9.9.5.3. Declining mental or physical health of the individual.
  - 1.9.9.5.4. Individual has no respite services while living with a caregiver.
  - 1.9.9.5.5. Length of time on the wait list.
  - 1.9.9.5.6. 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.
  - 1.9.9.5.7. 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.
- 1.9.9.6. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 1.9.9.7. The Contractor shall make the wait list available to the Department upon request.
- 1.9.10. E-Studio Electronic Information System
- 1.9.10.1. The Contractor shall use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
  - 1.9.10.2. 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.

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

**EXHIBIT B**

1.9.10.3. 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.

**1.9.11: Grievance and Appeals Process**

1.9.11.1. 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:

1.9.11.1.1. The client's name.

1.9.11.1.2. The type of service received by the client.

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

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

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

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

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

**1.9.12: Client Feedback**

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

**1.9.13: Support Services During an Emergency, Disaster or Crisis**

1.9.13.1. The Contractor shall provide support services to eligible individuals who are homebound in accordance with the Older Americans Act during a declaration of emergency or disaster, which may include delivery services for essential needs.

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

1.9.13.2.1. Disseminating information about COVID-19 vaccines, and directing individuals with

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

**EXHIBIT B**

- questions to additional sources of information.
- 1.9.13.2.2. 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.
  - 1.9.13.2.3. Arranging and/or providing accessible transportation to COVID-19 vaccination sites for individuals and their caregivers.
  - 1.9.13.2.4. Planning and organizing vaccination activities.
  - 1.9.13.2.5. Assisting older adults to receive COVID-19 booster shots, if necessary.
  - 1.9.13.2.6. Providing Personal Protective Equipment (PPE) to staff and/or individuals served.
- 1.10. The Contractor shall provide sufficient staff who have the skills to perform all services specified in this Agreement.
  - 1.11. 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.
  - 1.12. 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.
  - 1.13. The Contractor shall ensure that all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
  - 1.14. 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:
    - 1.14.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
    - 1.14.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard;
    - 1.14.3. A description of time frames necessary for obtaining staff replacements;

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

- 1.14.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 1.14.5. A description of the method for training new staff members performing duties required under this Agreement.
- 1.15. 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.
- 1.16. The Contractor shall participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.
- 1.17. 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:
  - 1.17.1. Desk reviews; or
  - 1.17.2. On-site reviews.
- 1.18. Reporting
  - 1.18.1. The Contractor shall submit quarterly reports on the provision of Home Health services to the Department to ensure program compliance. The Contractor shall ensure:
    - 1.20.1.1. 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
    - 1.20.1.2. The report includes, but is not limited to:
      - 1.20.1.2.1. Expenses by program service provided.
      - 1.20.1.2.2. Revenue, by program service provided, by funding source.
      - 1.20.1.2.3. Total amount of donation and/or fees collected from all individuals as defined in Section 1.9.6.
      - 1.20.1.2.4. Actual Units served, by program service provided, by funding source.
      - 1.20.1.2.5. Number of unduplicated clients served, by service provided, by funding source.

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

- 1.20.1.2.6. Number of Title III and Title XX clients served with funds not provided by the Department.
- 1.20.1.2.7. Unmet need/waiting list.
- 1.20.1.2.8. Lengths of time clients are on a waiting list.
- 1.20.1.2.9. 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.
- 1.20.1.2.10. Explanation describing the reasons for individuals' not receiving their planned services in this Agreement.
- 1.20.1.2.11. A plan to address how to resolve the issues in Section 1.20.1.2.10.

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

**1.19. Performance Measure**

1.19.1. 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 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**

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

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.
- 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:

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

**EXHIBIT B**

- 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. 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. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-2, Budget.
4. 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:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. 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.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.beasinvoices@dhhs.nh.gov](mailto:dhhs.beasinvoices@dhhs.nh.gov) or mailed to:

Financial Manager  
Department of Health and Human Services

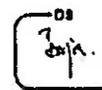
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**New Hampshire Department of Health and Human Services  
Home Health Services**

**EXHIBIT C**

105 Pleasant Street  
Concord, NH 03301

5. 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.
6. 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.
7. 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.
8. Audits
  - 8.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 8.1.1. 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.
    - 8.1.2. 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.
    - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 8.2. 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](mailto: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.
    - 8.2.1. 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.



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

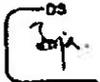
**EXHIBIT C**

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- 8.3. 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.
- 8.4. 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 Rate Sheet

Home Health Services - Waypoint (Hillsborough 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	77,380	\$12.00	\$ 928,560.00
Title IIIB In Home Services	1/2 Hour	10,476	\$12.00	\$ 125,712.00
Title IIIB Home Health Aide	1/2 Hour	1,810	\$16.00	\$ 28,960.00
Title IIIB Nursing	1/2 Hour	300	\$25.73	\$ 7,719.00
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	77,380	\$12.00	\$ 928,560.00
Title IIIB In Home Services	1/2 Hour	10,476	\$12.00	\$ 125,712.00
Title IIIB Home Health Aide	1/2 Hour	1,810	\$16.00	\$ 28,960.00
Title IIIB Nursing	1/2 Hour	300	\$25.73	\$ 7,719.00

Contractor Initials: 

6/8/2022  
Date: \_\_\_\_\_

Exhibit C-2 Rate Sheet

Home Health Services - Waypoint (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	22,366	\$12.00	\$ 268,392.00
Title IIIB In Home Services	1/2 Hour	4,343	\$12.00	\$ 52,116.00
Title IIIB Home Health Aide	1/2 Hour	1,563	\$16.00	\$ 25,008.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -
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	22,366	\$12.00	\$ 268,392.00
Title IIIB In Home Services	1/2 Hour	4,343	\$12.00	\$ 52,116.00
Title IIIB Home Health Aide	1/2 Hour	1,563	\$16.00	\$ 25,008.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -



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

*JJA*



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.

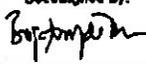
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name: waypoint

6/8/2022

Date

Declassified by:  
  
 Name: Borja Alvarez de Toledo  
 Title: president and CEO

Vendor Initials   
 Date 6/8/2022



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: waypoint

6/8/2022

Date

DocuSigned by:

Name: Borja Alvarez de Toledo

Title: president and CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials

Date 6/8/2022



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

*[Handwritten Signature]*



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: waypoint

6/8/2022

Date

DocuSigned by:  
  
Name: Borja Alvarez de Toledo  
Title: president and CEO

Contractor Initials   
Date 6/8/2022



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

DS  
[Signature]

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: waypoint

6/8/2022

Date

DocuSigned by:

Name: Borja Alvarez de Toledo

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



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.

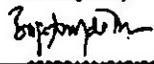
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 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: Waypoint

6/8/2022

Date

DocuSigned by:  
  
Name: Borja Alvarez de Toledo  
Title: president and CEO

Contractor Initials   
Date 6/8/2022

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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Contractor Initials

*[Signature]*

Date 6/8/2022



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

3/2014

Contractor Initials

DS  
DJA

Date 6/8/2022



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.

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Contractor Initials SK

Date 6/8/2022



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

3/2014

Contractor Initials                     

Date 6/8/2022



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.

Contractor Initials BJA



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 of  
Christine Santaniello  
 Signature of Authorized Representative  
 Christine santaniello  
 Name of Authorized Representative  
 Associate Commissioner  
 Title of Authorized Representative  
 6/8/2022  
 Date

waypoint  
 Name of the Contractor  
Borja Alvarez de Toledo  
 Signature of Authorized Representative  
 Borja Alvarez de Toledo  
 Name of Authorized Representative  
 president and CEO  
 Title of Authorized Representative  
 6/8/2022  
 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 (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Contractor Name: waypoint

6/8/2022

Date

DocuSigned by:  
*Borja Alvarez de Toledo*

Name: Borja Alvarez de Toledo

Title: president and CEO

DS  
*Borja*

Contractor Initials

6/8/2022

Date



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 DUNS number for your entity is: 09-550-5905
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

Name: _____	Amount: _____

Contractor Initials DS  
Date 6/8/2022

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

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.).

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Jax

**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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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 Health and Human Services  
Amendment #1**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 19, 2022 (Item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.6, Account Number, to read:  
05-95-48-481010-7872  
05-95-48-481010-9255  
05-95-48-481010-2638
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$283,624
3. Modify Exhibit C, Payment Terms, Section 1, to read:
  1. This Agreement is funded by:
    - 1.1. 60.88% Federal funds:
      - 1.1.1. 2.21% Older Americans Act Title III-B, as awarded on September 8, 2022 and February 13, 2023, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS and 2310NHOASS.
      - 1.1.2. 54.17% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR.
      - 1.1.3. 4.50% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supportive Services, CFDA 93.044, FAIN 2101NHSSC6.
    - 1.2. 39.12% General funds.
4. Modify Exhibit C, Payment Terms, Subsection 4.1, to read:
  - 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 through Exhibit C-2, Amendment #1, SFY 2024 Budget.
5. Modify Exhibit C, Payment Terms, Subsection 5.6; to read:
  - 5.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.beasinvoices@dhhs.nh.gov](mailto:dhhs.beasinvoices@dhhs.nh.gov) or mailed to:

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Program Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301

6. Add Exhibit C-2, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

6/9/2023

Date

DocuSigned by:

Melissa Hardy

1323A24040DF405

Name: Melissa Hardy

Title: director, DLSS

CornerStone VNA

DocuSigned by:

Julie Reynolds

18ED0FC8FC28402

Name: Julie Reynolds

Title: President/CEO

6/7/2023

Date

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

OFFICE OF THE ATTORNEY GENERAL

6/9/2023

Date

DocuSigned by:

*Robyn Guarino*

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services	
Contractor Name: <i>Cornerstone VNA</i>	
Budget Request for: <i>Home Health Services</i>	
Budget Period: <i>SFY 2024</i>	
Indirect Cost Rate (if applicable): 10.00%	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$6,300
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)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$6,300</b>
<b>Total Indirect Costs</b>	<b>\$700</b>
<b>TOTAL</b>	<b>\$7,000</b>

Contractor Initials DS  
JR

Date 6/7/2023

# 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

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 16, 2023, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

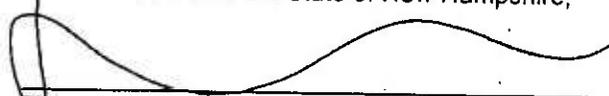
VOTED: That Julie A Reynolds President / CEO (may list more than one person)  
(Name and Title of Contract Signatory)

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

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

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

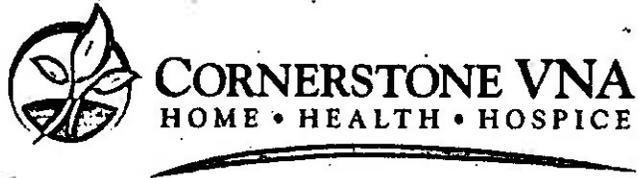
Dated: 10/6/2023

  
Signature of Elected Officer  
Name: Jill Johnstone  
Title: Board of Directors Secretary





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## **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, 2022 and 2021

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, 2022 and 2021, 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, 2022 and 2021, 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 (U.S. GAAP).

### Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards (U.S. GAAS). 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. GAAP, 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 U.S. GAAS 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.

Maine • New Hampshire • Massachusetts • Connecticut • West Virginia • Arizona • Puerto Rico

[berrydunn.com](http://berrydunn.com)

Board of Directors  
Cornerstone VNA  
Page 2

In performing an audit in accordance with U.S. GAAS, 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 16, 2023

## CORNERSTONE VNA

## Balance Sheets

December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents	\$ 451,377	\$ 467,765
Patient accounts receivable, net	1,746,674	1,574,830
Employee retention tax credit receivable, net of allowance of \$802,676 as of December 31, 2022	1,749,107	2,561,897
Prepaid expenses and other current assets	<u>194,071</u>	<u>180,210</u>
Total current assets	4,141,229	4,784,702
Investments and assets limited as to use	8,505,997	8,749,988
Beneficial interest in perpetual trust	889,926	1,161,392
Property and equipment, net	<u>2,230,679</u>	<u>2,493,685</u>
Total assets	<u>\$ 15,767,831</u>	<u>\$ 17,189,767</u>
<b>LIABILITIES AND NET ASSETS</b>		
Current liabilities		
Accounts payable and accrued expenses	\$ 571,934	\$ 1,000,919
Accrued payroll and related expenses	1,120,219	1,098,150
Refundable advance	148,900	-
Current portion of long-term debt	<u>55,173</u>	<u>53,278</u>
Total current liabilities	1,896,226	2,152,347
Long-term liabilities		
Long-term debt, less current portion	<u>879,655</u>	<u>934,353</u>
Total liabilities	<u>2,775,881</u>	<u>3,086,700</u>
Net assets		
Net assets without donor restrictions	12,092,224	12,931,947
Net assets with donor restrictions	<u>899,726</u>	<u>1,171,120</u>
Total net assets	<u>12,991,950</u>	<u>14,103,067</u>
Total liabilities and net assets	<u>\$ 15,767,831</u>	<u>\$ 17,189,767</u>

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

## CORNERSTONE VNA

## Statements of Operations

Years Ended December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Operating revenue		
Net patient service revenue	\$ 17,543,248	\$ 16,618,757
Net assets released from restrictions for operations	25,169	20,016
Grants	93,665	106,165
Municipal appropriations	<u>78,106</u>	<u>75,996</u>
Total operating revenue	<u>17,740,188</u>	<u>16,820,934</u>
Operating expenses		
Salaries and benefits	13,588,797	13,602,600
Professional fees and contract services	431,814	512,581
Transportation	447,755	413,951
Program supplies and expense	1,200,298	1,036,071
Occupancy	92,535	85,033
Depreciation	262,041	224,375
Interest expense	34,194	179
Other operating expenses	<u>981,431</u>	<u>955,571</u>
Total operating expenses	<u>17,038,865</u>	<u>16,830,361</u>
Operating income (loss)	<u>701,323</u>	<u>(9,427)</u>
Other revenue and (losses) gains		
Contributions	129,543	93,650
Loss on disposal of equipment	(965)	-
Investment income, net	191,820	44,202
Change in fair value of investments	(1,174,192)	707,961
COVID-19 relief funding	115,424	2,446,399
Employee retention tax credit, net of related expenses in 2021 and adjustment of \$802,676 in 2022	<u>(802,676)</u>	<u>2,177,611</u>
Total other revenue and (losses) gains	<u>(1,541,046)</u>	<u>5,469,823</u>
(Deficit) excess of revenues and (losses) gains over expenses	(839,723)	5,460,396
Net assets released from restrictions for capital acquisition	<u>-</u>	<u>56,126</u>
(Decrease) increase in net assets without donor restriction	<u>\$ (839,723)</u>	<u>\$ 5,516,522</u>

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

## CORNERSTONE VNA

## Statements of Changes in Net Assets

Years Ended December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Net assets without donor restrictions		
Change in net assets without donor restrictions	\$ <u>(839,723)</u>	\$ <u>5,516,522</u>
Net assets with donor restrictions		
Contributions	25,241	42,819
Net assets released from restrictions for operations	(25,169)	(20,016)
Net assets released from restrictions for capital acquisition	-	(56,126)
Change in fair value of beneficial interest in perpetual trust	<u>(271,466)</u>	<u>86,541</u>
Change in net assets with donor restrictions	<u>(271,394)</u>	<u>53,218</u>
Net (decrease) increase in net assets	(1,111,117)	5,569,740
Net assets, beginning of year	<u>14,103,067</u>	<u>8,533,327</u>
Net assets, end of year	<u>\$ 12,991,950</u>	<u>\$ 14,103,067</u>

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

## CORNERSTONE VNA

## Statements of Cash Flows

Years Ended December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities		
Change in net assets	\$ (1,111,117)	\$ 5,569,740
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	262,041	224,375
Loss on disposal of fixed assets	965	-
Change in fair value of investments	1,174,192	(707,961)
Change in fair value of beneficial interest in perpetual trust	271,466	(86,541)
Contribution for long-term purpose	-	(33,426)
Change in employee retention tax credit allowance	802,676	-
(Increase) decrease in the following assets		
Patient accounts receivable	(171,844)	(157,318)
Employee retention tax credit receivable	10,114	(2,561,897)
Prepaid expenses and other current assets	(13,861)	79,982
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(428,985)	320,347
Accrued payroll and related expenses	22,069	72,128
Refundable advance	148,900	(2,391,049)
Net cash provided by operating activities	<u>966,616</u>	<u>328,380</u>
Cash flows from investing activities		
Purchases of investments	(1,517,010)	(2,013,227)
Proceeds from sale of investments	586,809	2,575,852
Capital expenditures	-	(1,710,502)
Net cash used by investing activities	<u>(930,201)</u>	<u>(1,147,877)</u>
Cash flows from financing activities		
Proceeds from issuance of long-term debt	-	991,987
Principal payments on long-term debt	(52,803)	(4,356)
Contribution restricted for long-term purpose	-	33,426
Net cash (used) provided by financing activities	<u>(52,803)</u>	<u>1,021,057</u>
Net (decrease) increase in cash and cash equivalents	(16,388)	201,560
Cash and cash equivalents, beginning of year	<u>467,765</u>	<u>266,205</u>
Cash and cash equivalents, end of year	<u>\$ 451,377</u>	<u>\$ 467,765</u>
Supplemental disclosures:		
Cash paid for interest	<u>\$ 34,194</u>	<u>\$ 179</u>

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

## CORNERSTONE VNA

### Notes to Financial Statements

December 31, 2022 and 2021

#### 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.

##### 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, 2022 and 2021

#### 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

Patient 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 patient 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 \$1,746,674, \$1,574,830, and \$1,417,512 as of December 31, 2022, 2021, and 2020, respectively.

#### Investments

The Association reports investments at fair value and has elected to report all gains and losses in the (deficit) excess of revenue and (losses) gains 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, 2022 and 2021

#### **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, 2022 and 2021**

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 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.

#### **COVID-19 and Relief Funding**

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 continue to experience disruptions to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support.

The U.S. government 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.

**CORNERSTONE VNA****Notes to Financial Statements****December 31, 2022 and 2021****CARES Act Provider Relief Funds**

The Association received emergency federal grant funding under the CARES Act from the Provider Relief (PRF), which were funds to support healthcare providers in responding to the COVID-19 outbreak.

The PRF was administered by the U.S. Department of Health and Human Services. These funds were used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF were considered conditional contributions and were recognized as revenue when qualifying expenditures or lost revenues were incurred. The following table outlines the distributions received, period of availability, and revenue recognized during the years ended December 31, 2022 and 2021:

<u>Distribution Period</u>	<u>Distribution Amount</u>	<u>Funds Available for Use Through</u>	<u>Revenue Recognized in 2022</u>	<u>Revenue Recognized in 2021</u>
Period 1 (4/10/2020 to 6/30/2020)	\$ <u>649,988</u>	6/30/2021	\$ <u>-</u>	\$ <u>507,657</u>

**CARES Act Front-Line Employees Hazard Pay Grant Program**

The Association recognized \$55,350 of CARES Act money passed through the State of New Hampshire for hazard pay during the year ended December 31, 2021. These funds were recognized as COVID-19 relief funding on the statement of operations for the year ended December 31, 2021. There were no CARES Act funds received or recognized in 2022. Management believes the position taken is a reasonable interpretation of the rules, subject to any further clarification.

**CARES Act Paycheck Protection Program**

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. Funds used for unauthorized purposes are required to be repaid. The Association received notification of forgiveness in April 2021. The Association followed the conditional contribution model to account for the PPP loan and, accordingly, recorded the forgiveness of the loan as COVID-19 relief funding on the statement of operations for the year ended December 31, 2021. 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.

## **CORNERSTONE VNA**

### **Notes to Financial Statements**

**December 31, 2022 and 2021**

#### **Employee Retention Tax Credit**

The CARES Act provides an employee retention tax credit (CARES Employee Retention Tax 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 each 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 Tax Credit under the government orders test and estimated that they will receive approximately \$2,562,000, which was recorded as a receivable on the balance sheet as of December 31, 2021 and as revenue on the statement of operations 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 sheets and netted with the revenue in the statement of operations in 2021. During 2022, the Association received \$10,114 in payments on the credit. In addition, due to clarifying guidance a reserve was recorded for \$802,676 during 2022. The net receivable at December 31, 2022 is \$1,749,107. The credits received could be subject to audit for up to five years from the date of the credit filing.

#### **American Rescue Plan Act**

On March 2021, the U.S. government enacted the American Rescue Plan Act (ARPA). ARPA, amongst other things, provided support for health and human services workforce development in response to COVID-19 and broader economic impacts of the pandemic. The Association received \$260,351 in grant funding under ARPA during the year ended December 31, 2022 for the purpose of workforce investment. The Association incurred qualifying recruitment and retention expenses of \$111,451 as of December 31, 2022, which is recognized as COVID-19 relief funding on the statement of operations. The unspent ARPA funds as of December 31, 2022 is reported as a refundable advance on the balance sheet.

## CORNERSTONE VNA

## Notes to Financial Statements

December 31, 2022 and 2021

**2. Availability and Liquidity of Financial Assets**

As of December 31, 2022, the Association has working capital of \$2,245,003 and average days (based on normal expenditures) cash and liquid investments on hand of 164, 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>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 451,377	\$ 467,765
Patient accounts receivable, net	1,746,674	1,574,830
Employee retention tax credit receivable, net	1,749,107	2,561,897
Investments (undesignated) (Note 3)	<u>7,064,324</u>	<u>7,073,480</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$11,011,482</u>	<u>\$11,677,972</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

**3. Investments and Assets Limited as to Use**

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

	<u>2022</u>	<u>2021</u>
Cash equivalents	\$ 103,875	\$ 101,211
Money market accounts	1,360,094	1,454,588
Certificates of deposit	585,235	581,598
Marketable equity securities	502,386	633,101
Mutual funds		
Equity funds	4,211,873	3,937,908
Fixed income funds	1,131,493	1,193,276
International funds	611,041	848,306
Beneficial interest in perpetual trust	<u>889,926</u>	<u>1,161,392</u>
Total investments and assets limited as to use	<u>\$ 9,395,923</u>	<u>\$ 9,911,380</u>

**CORNERSTONE VNA****Notes to Financial Statements****December 31, 2022 and 2021**

## Comprised of:

Funds without donor restrictions:		
Long-term assets (undesignated)	\$ 7,064,324	\$ 7,073,480
Board designated - operating reserve	1,403,793	1,638,051
Cash held by third party for Individual Coverage Health Reimbursement Account	37,880	38,457
Funds with donor restrictions of perpetual duration		
Beneficial interest in perpetual trust	<u>889,926</u>	<u>1,161,392</u>
Total investments and assets limited as to use	<u>\$ 9,395,923</u>	<u>\$ 9,911,380</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, 2022 and 2021

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

Fair Value Measurements at December 31, 2022

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Cash equivalents	\$ 103,875	\$ 103,875	\$ -	\$ -
Money market accounts	1,360,094	1,360,094	-	-
Certificates of deposit	585,235	585,235	-	-
Marketable equity securities	502,386	502,386	-	-
Mutual funds				
Equity funds	4,211,873	4,211,873	-	-
Fixed income funds	1,131,493	1,131,493	-	-
International funds	611,041	611,041	-	-
Beneficial interest in perpetual trust	<u>889,926</u>	<u>-</u>	<u>-</u>	<u>889,926</u>
Total investments and assets limited as to use	<u>\$ 9,395,923</u>	<u>\$ 8,505,997</u>	<u>\$ -</u>	<u>\$ 889,926</u>

Fair Value Measurements at December 31, 2021

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Cash equivalents	\$ 101,211	\$ 101,211	\$ -	\$ -
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 and assets limited as to use	<u>\$ 9,911,380</u>	<u>\$ 8,749,988</u>	<u>\$ -</u>	<u>\$ 1,161,392</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, 2022 and 2021

Investment income and (losses) gains on investments and assets limited as to use are included in other revenue and (losses) gains and changes in net assets and are comprised of the following:

	<u>2022</u>	<u>2021</u>
Net assets without donor restrictions		
Investment income, net	\$ 191,820	\$ 44,202
Change in fair value of investments	(1,174,192)	707,961
Net assets with donor restrictions		
Change in fair value of beneficial interest in perpetual trust	<u>(271,466)</u>	<u>86,541</u>
Total	<u>\$ (1,253,838)</u>	<u>\$ 838,704</u>

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

December 31, 2020	\$ 1,074,851
Change in fair value	<u>86,541</u>
December 31, 2021	1,161,392
Change in fair value	<u>(271,466)</u>
December 31, 2022	<u>\$ 889,926</u>

4. Property and Equipment

Property and equipment consisted of the following:

	<u>2022</u>	<u>2021</u>
Land	\$ 50,485	\$ 50,485
Land improvements	42,032	48,532
Building and improvements	2,939,008	2,939,008
Computer equipment - homecare homebase	618,097	618,097
Furniture, fixtures, and equipment	<u>521,668</u>	<u>521,668</u>
Total cost	4,171,290	4,177,790
Less accumulated depreciation	<u>1,940,611</u>	<u>1,684,105</u>
Property and equipment, net	<u>\$ 2,230,679</u>	<u>\$ 2,493,685</u>

## CORNERSTONE VNA

## Notes to Financial Statements

December 31, 2022 and 2021

5. Long-term Debt

Long-term debt consists of the following:

	<u>2022</u>	<u>2021</u>
Note payable to a local bank due November 17, 2031. Monthly principal and interest payments of \$7,250. Interest is fixed at 3.5% 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	\$ 934,828	\$ 987,631
Less current maturities	<u>(55,173)</u>	<u>(53,278)</u>
Total	<u>\$ 879,655</u>	<u>\$ 934,353</u>

Maturities of long-term debt are as follows:

2023	\$ 55,173
2024	57,136
2025	59,168
2026	61,272
2027	63,452
Thereafter	<u>638,627</u>
Total	<u>\$ 934,828</u>

6. Net Patient Service Revenue

Net patient service revenue was as follows:

	<u>2022</u>	<u>2021</u>
Medicare	\$ 11,065,687	\$ 11,291,873
Medicaid	574,358	402,577
Other third-party payors	5,750,095	4,849,929
Private pay	<u>153,108</u>	<u>74,378</u>
Total	<u>\$ 17,543,248</u>	<u>\$ 16,618,757</u>

**CORNERSTONE VNA**

**Notes to Financial Statements**

**December 31, 2022 and 2021**

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

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

The Association provided services in other health-related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health-related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$1,112,477 and \$842,693 for the years ended December 31, 2022 and 2021, 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, 2022 and 2021

7. Retirement Plan

The Association has a 403(b) retirement plan. The retirement plan expense was \$201,525 and \$160,062 for the years ended December 31, 2022 and 2021, 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>2022</u>	<u>2021</u>
Program services		
Salaries and benefits	\$ 12,641,360	\$ 12,670,443
Professional fees and contract services	14,403	10,639
Transportation	423,579	391,501
Program supplies and expense	1,200,298	1,036,071
Occupancy	86,085	77,159
Depreciation	243,777	203,598
Interest expense	31,811	179
Other operating expenses	<u>894,378</u>	<u>867,085</u>
Total program services	<u>15,535,691</u>	<u>15,256,658</u>
Administrative and general		
Salaries and benefits	947,437	932,157
Professional fees and contract services	417,411	501,942
Transportation	24,176	22,450
Occupancy	6,450	7,874
Depreciation	18,264	20,777
Interest expense	2,383	17
Other operating expenses	<u>87,053</u>	<u>88,486</u>
Total administrative and general	<u>1,503,174</u>	<u>1,573,703</u>
Total	<u>\$ 17,038,865</u>	<u>\$ 16,830,361</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, 2022 and 2021****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>2022</u>	<u>2021</u>
Medicare	56 %	59 %
Other	<u>44</u>	<u>41</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, 2022 and 2021, 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 16, 2023, which is the date the financial statements were available to be issued.



**2023 - 2024 BOARD OF DIRECTORS**

<b>Board Member</b>	<b>Position</b>
Dr. Archana Bhargava, MD	Chair
Anne Brown	Vice Chair
Jill Johnstone	Secretary
Melanie Dupuis	Treasurer
Jacqueline Fitzpatrick	Member at Large
Susan Gaudiello	Board Member
Brian Gasbarro	Board Member
Casey O'Kane	Board Member
Laura Davie	Board Member
David Richard	Board Member
Marilyn Staff	Board Member
Gina DeNuzzio	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 in 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**

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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 1994-1999  
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

ARC

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Lori A. Sibillette  
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  
Fax: 603-271-5166 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

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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
		<b>Total:</b>	<b>\$744,552</b>

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.

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

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.

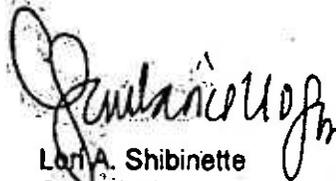
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, 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. Shabinette  
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
		Subtotal		\$ 14,400.00	\$ -	\$ 14,400.00

Lake Superior						
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
		Subtotal		\$ 101,520.00	\$ -	\$ 101,520.00

Lake Superior						
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	\$ -	\$ -	\$ -
		Subtotal		\$ 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		\$89,518	\$0	\$81,518	\$0	\$171,032
	Country Home Health		\$88,488	\$0	\$78,488	\$0	\$164,976
	Total		\$392,278	\$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
<b>Technical</b>						
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
<b>TOTAL POINTS</b>	<b>100</b>	<b>85</b>	<b>92</b>	<b>92</b>	<b>72</b>	<b>97</b>

**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 Comerstone VNA		1.4 Contractor Address 178 Farmington Rd, Rochester, NH, 03867	
1.5 Contractor Phone Number <u>(603) 332-1133</u>	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: <i>Julie Reynolds</i> Date: 9/9/2022	1.12 Name and Title of Contractor Signatory Julie Reynolds President/CEO		
1.13 State Agency Signature DocuSigned by: <i>Melissa Hardy</i> Date: 9/12/2022	1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLSS		
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: <i>Rokyn Guerin</i> 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.

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**EXHIBIT A**

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**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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**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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- 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.

**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.

**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. 51.94% 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

ds  
JR

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

**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](mailto: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.

**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](mailto: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](mailto: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
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$7,200</b>
<b>Total Indirect Costs</b>	<b>\$800</b>
<b>TOTAL</b>	<b>\$8,000</b>

Contractor Initials

JK

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

Vendor Initials JK  
Date 9/9/2022



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.

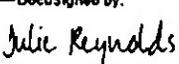
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name: Cornerstone VNA

9/9/2022

Date

DocuSigned by:  
  
 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:

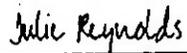
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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:  
  
 Name: Julie Reynolds  
 Title: President/CEO



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: Cornerstone VNA

9/9/2022

Date

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

DS
JR

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



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

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

Contractor Initials

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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

DS  
JR

Contractor Initials

Date 9/9/2022



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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JR

Date 9/9/2022



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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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 JK

Date 9/9/2022

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 Associate

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Contractor Initials JR

Date 9/9/2022



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 9/9/2022



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 by: Melissa Hardy

Signature of Authorized Representative

Melissa Hardy

Name of Authorized Representative

Director, DLSS

Title of Authorized Representative

9/12/2022

Date

Cornerstone VNA

Name of the Contractor

Julie Reynolds

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.

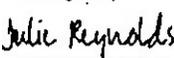
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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:  
  
 Name: Julie Reynolds  
 Title: President/CEO

Contractor Initials   
 Date 9/9/2022



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.

- The UEI (SAM.gov) number for your entity is: MG7ZZEFHDU75
- 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:

- 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:

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

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

**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

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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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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 Health and Human Services  
Amendment #1**

This Amendment to the Home Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Lake Sunapee Community Health Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 19, 2022 (Item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.6, Account Number, to read:

05-95-48-481010-7872  
05-95-48-481010-9255  
05-95-48-481010-2638  
05-95-93-930010-2606

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

\$204,532

3. Modify Exhibit C, Payment Terms, Section 1, to read:

1. This Agreement is funded by:

- 1.1. 63.75% Federal funds:

- 1.1.1. 16.32% Older Americans Act Title III-B, as awarded on September 8, 2022 and February 13, 2023, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS and 2310NHOASS.

- 1.1.2. 28.24% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR.

- 1.1.3. 6.23% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supportive Services, CFDA 93.044, FAIN 2101NHSSC6.

- 1.1.4. 12.96% Enhanced FMAP-ARP, as awarded by Centers for Medicare & Medicaid Services.

- 1.2. 36.25% General funds.

4. Modify Exhibit C, Payment Terms, Section 3, to read:

- 3.1. Reimbursement shall be made at a per unit rate in accordance with Exhibit C, Table 1, Amendment #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 \$108,016 in State Fiscal Year 2024.

5. Modify Exhibit C, Payment Terms, Section 4, to read:

- 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 Exhibit C, Table 1, Amendment #1 through C-2, Amendment #1, SFY 2024 Budget.

6. Modify Exhibit C, Payment Terms, Section 5, to read:

- 5.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.beasinvoices@dhhs.nh.gov](mailto:dhhs.beasinvoices@dhhs.nh.gov) or mailed to:

Program Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301

7. Modify Exhibit C, Table 1, by replacing in its entirety with Exhibit C, Table 1, Amendment #1, which is attached hereto and incorporated by reference herein.
8. Add Exhibit C-2, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

6/6/2023

Date

DocuSigned by:  
*Melissa Hardy*  
Name: Melissa Hardy  
Title: Director, DLTSS

Lake Sunapee Community Health Services

6/6/2023

Date

DocuSigned by:  
*James Culhane*  
Name: James Culhane  
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/12/2023

Date

DocuSigned by:  
*Robyn Guarino*  
748734844941460...

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

**Exhibit C, Table 1, Amendment #1**

**Adult In-Home Care - Lake Sunapee**

<b>7/1/2022 through 06/30/2023 Service Units</b>				
<b>Adult In-Home Care</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
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	\$ -
	<b>Subtotal</b>	<b>6,793</b>		<b>\$81,516.00</b>

<b>7/1/2023 through 06/30/2024 Service Units</b>				
<b>Adult In-Home Care</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
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	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$0.00
HCBS ARP In Home Services	1/2 Hour	2,083	\$12.00	\$24,996.00
HCBS ARP Home Health Aide	1/2 Hour	94	\$16.00	\$1,504.00
HCBS ARP Nursing	1/2 Hour	0	\$25.73	\$0.00
	<b>Subtotal</b>	<b>8,970</b>		<b>\$108,016.00</b>

	<b>Overall Total</b>	<b>15,763</b>		<b>\$189,532.00</b>
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Lake Sunapee Community Health Services  
 RFA-2023-BEAS-10-HOMEH-03-A01  
 Exhibit C, Table 1, Amendment #1

Contractor Initials: DS  
NC

Date: 6/6/2023

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name: Lake Sunapee Community Health Services	
Budget Request for: Home Health Services	
Budget Period SFY 2024	
Indirect Cost Rate (if applicable) 0.00%	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$3,000
2. Fringe Benefits	
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	\$1,000
6. Travel	
7. Software	
8. (a) Other - Marketing/ Communications	\$3,000
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$7,000</b>
<b>Total Indirect Costs</b>	
<b>TOTAL</b>	<b>\$7,000</b>

Contractor Initials  
Date 6/6/2023

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JC

# 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 22<sup>nd</sup>, 2022, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

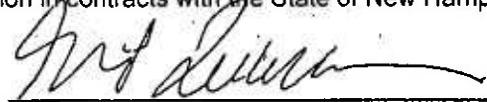
**VOTED:** That James Culhane, President & CEO (may list more than one person)  
(Name and Title of Contract Signatory)

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: 6/5/23



Signature of Elected Officer  
Name: George Quackenbos  
Title: Secretary





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**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, 2022 and 2021

With Independent Auditor's Report





## INDEPENDENT AUDITOR'S REPORT

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

### ***Opinion***

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, 2022 and 2021, 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.

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, 2022 and 2021, 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.

### ***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 Consolidated Financial Statements section of our report. We are required to be independent of Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations 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 opinion.

### ***Responsibilities of Management 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, and for 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.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations' ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Board of Directors  
Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations  
Page 2

### ***Auditor's Responsibilities for the Audit of the Consolidated Financial Statements***

Our objectives are to obtain reasonable assurance about whether the consolidated 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 consolidated 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 consolidated 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 consolidated 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 Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations' 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 consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations' 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  
December 6, 2022

## LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

## Consolidated Balance Sheets

September 30, 2022 and 2021

## ASSETS

	<u>2022</u>	<u>2021</u>
Current assets		
Cash and cash equivalents	\$ 2,373,541	\$ 1,918,002
Cash - fiscal agent	-	19,763
Short-term investments	109,333	372,062
Patient accounts receivable, net	1,414,836	1,636,523
Other receivables	9,764	7,184
Prepaid expenses	<u>284,368</u>	<u>141,578</u>
Total current assets	4,191,842	4,095,112
Investments	4,414,334	5,149,350
Property and equipment, net	<u>1,018,942</u>	<u>1,043,394</u>
Total assets	<u>\$ 9,625,118</u>	<u>\$10,287,856</u>

## LIABILITIES AND NET ASSETS

Current and total liabilities		
Accounts payable and accrued expenses	\$ 114,276	\$ 111,259
Accrued payroll and related expenses	435,708	453,249
Refundable advance	177,495	-
Fiscal agent funds held on behalf of others	<u>-</u>	<u>19,763</u>
Total current liabilities and total liabilities	<u>727,479</u>	<u>584,271</u>
Net assets		
Without donor restrictions	8,725,748	9,562,276
With donor restrictions	<u>171,891</u>	<u>141,309</u>
Total net assets	<u>8,897,639</u>	<u>9,703,585</u>
Total liabilities and net assets	<u>\$ 9,625,118</u>	<u>\$10,287,856</u>

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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, 2022 and 2021.

	<u>2022</u>	<u>2021</u>
Operating revenue		
Net patient service revenue	\$10,429,263	\$11,747,454
COVID-19 relief funding	-	2,126,587
Other operating revenue	84,341	32,672
Net assets released from restrictions for operations	<u>13,817</u>	<u>12,390</u>
Total operating revenue	<u>10,527,421</u>	<u>13,919,103</u>
Operating expenses		
Salaries and benefits	9,367,647	9,956,957
Supplies and other operating expenses	1,459,013	1,438,708
Contract services	570,993	683,723
Depreciation	<u>87,429</u>	<u>86,295</u>
Total operating expenses	<u>11,485,082</u>	<u>12,165,683</u>
Operating (loss) gain	<u>(957,661)</u>	<u>1,753,420</u>
Other revenue and gains (losses)		
Contributions	772,901	521,467
Municipal appropriations and United Way	87,939	87,559
Investment income	66,803	57,222
Change in fair value of investments	<u>(806,510)</u>	<u>711,922</u>
Total other revenue and gains (losses)	<u>121,133</u>	<u>1,378,170</u>
(Deficiency) excess of revenue and gains over expenses and losses	<u>(836,528)</u>	3,131,590
Net assets released from restrictions for capital acquisition	<u>-</u>	<u>9,347</u>
(Decrease) increase in net assets without donor restrictions	<u>\$ (836,528)</u>	<u>\$ 3,140,937</u>

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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, 2022 and 2021

	Without Donor Restrictions	With Donor Restrictions	Total
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>9,562,276</u>	<u>141,309</u>	<u>9,703,585</u>
Deficiency of revenue and gains over expenses and losses	(836,528)	-	(836,528)
Contributions	-	44,399	44,399
Net assets released from restrictions for operations	<u>-</u>	<u>(13,817)</u>	<u>(13,817)</u>
Net (decrease) increase in net assets	<u>(836,528)</u>	<u>30,582</u>	<u>(805,946)</u>
Balances, September 30, 2022	<u>\$ 8,725,748</u>	<u>\$ 171,891</u>	<u>\$ 8,897,639</u>

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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, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities		
Change in net assets	\$ (805,946)	\$ 3,150,081
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	87,429	86,295
Change in fair value of investments	806,510	(711,922)
(Increase) decrease in the following assets:		
Patient accounts receivable, net	221,687	(189,609)
Other receivables	(2,580)	-
Prepaid expenses	(142,790)	(32,586)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	3,017	42,917
Accrued payroll and related expenses	(17,541)	(212,508)
Deferred revenue - fiscal agent	(19,763)	-
Refundable advance	<u>177,495</u>	<u>(2,540,373)</u>
Net cash provided (used) by operating activities	<u>307,518</u>	<u>(407,705)</u>
Cash flows from investing activities		
Purchase of short-term investments	-	(372,062)
Proceeds from sale of short-term investments	262,729	105,428
Purchase of investments	(327,574)	(1,767,025)
Proceeds from sale of investments	256,080	212,487
Capital expenditures	<u>(62,977)</u>	<u>(29,788)</u>
Net cash provided (used) by investing activities	<u>128,258</u>	<u>(1,850,960)</u>
Net increase (decrease) in cash and cash equivalents	435,776	(2,258,665)
Cash and cash equivalents, beginning of year	<u>1,937,765</u>	<u>4,196,430</u>
Cash and cash equivalents, end of year	<u>\$ 2,373,541</u>	<u>\$ 1,937,765</u>
Breakdown of cash and cash equivalents, end of year:		
Cash and cash equivalents	\$ 2,373,541	\$ 1,918,002
Cash - fiscal agent	-	19,763
	<u>\$ 2,373,541</u>	<u>\$ 1,937,765</u>

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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, 2022 and 2021

#### 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 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, 2022 and 2021

**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.

#### 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 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 consolidated balance sheets.

## LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

### Notes to Consolidated Financial Statements

September 30, 2022 and 2021

#### 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, net, amounted to \$1,414,836; \$1,636,523; and \$1,446,914 as of September 30, 2022, 2021, and 2020, 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 payers and others, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. 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, 2022 and 2021

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 statements of operations, and changes in net assets, as net assets released from restrictions.

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

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

#### **COVID-19 and Relief Funding**

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, 2022 and 2021

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.

#### **CARES Act Front-Line Employees Hazard Pay Grant Program**

The Association received and recognized \$123,450 of CARES Act money passed through the State of New Hampshire for hazard pay during the year ended September 30, 2021. These funds were recognized as COVID-19 relief funding and other operating revenue on the consolidated statement of operations as of September 30, 2021. There were no CARES Act funds received or recognized in 2022. Management believes the position taken is a reasonable interpretation of the rules, subject to any further clarification.

#### **CARES Act Provider Relief Funds**

The Association also received emergency federal grant funding under the CARES Act from the Provider Relief (PRF), which were funds to support healthcare providers in responding to the COVID-19 outbreak.

The PRF was administered by the U.S. Department of Health and Human Services. These funds were used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF were considered conditional contributions and were recognized as revenue when qualifying expenditures or lost revenues were incurred. The following table outlines the distributions received, period of availability, and revenue recognized during the year ended September 30, 2021. There were no PRF funds received or recognized in 2022.

<u>Distribution Period</u>	<u>Distribution Amount</u>	<u>Funds Available for Use Through</u>	<u>Revenue Recognized in 2022</u>	<u>Revenue Recognized in 2021</u>
Period 1 (4/1/2020 to 6/30/2020)	\$ 484,187	6/30/2021	\$ -	\$ 484,187

## **LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS**

### **Notes to Consolidated Financial Statements**

**September 30, 2022 and 2021**

#### **CARES Act Paycheck Protection Program**

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 was in the name of Lake Sunapee Home Care and Hospice in the amount of \$1,345,700, and the other loan was in the name of Lake Sunapee Community Health Services in the amount of \$167,500. The loans were used for payroll and other allowable costs authorized in the PPP rules, and forgiveness of the loan balance was 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 received notification of forgiveness in June 2021. The Association followed the conditional contribution model to account for the PPP loan and, accordingly, recorded the forgiveness of the loan as COVID-19 relief funding and other operating revenue on the consolidated statement of operations for the year ended September 31, 2021. 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.

#### **American Rescue Plan Act**

On March 11, 2021, the U.S. government enacted the American Rescue Plan Act (ARPA). ARPA, amongst other things, provided support for health and human services workforce development in response to COVID-19 and broader economic impacts of the pandemic. The Association received \$177,495 in grant funding under ARPA during the year ended September 30, 2022 for the purpose of workforce investment. As of September 30, 2022, the Association has not incurred qualifying recruitment and retention expenses and the unspent ARPA funds are reported as a refundable advance on the consolidated balance sheet.

## LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

## Notes to Consolidated Financial Statements

September 30, 2022 and 2021

**2. Availability and Liquidity of Financial Assets**

As of September 30, 2022, the Association has working capital of \$3,464,363 and average days (based on normal expenditures) cash and liquid investments on hand of 215, 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>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 2,373,541	\$ 1,918,002
Short-term investments	109,333	372,062
Patient accounts receivable, net	1,414,836	1,636,523
Investments	<u>4,414,334</u>	<u>5,149,350</u>
	8,312,044	9,075,937
Net assets with donor restrictions	<u>(171,891)</u>	<u>(141,309)</u>
Financial assets available to meet cash needs for general expenditures and unfunded capital expenditures within one year	<u>\$ 8,140,153</u>	<u>\$ 8,934,628</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, 2022 and 2021

3. Investments

Investments, stated at fair value, are as follows:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 961,144	\$ 1,199,972
Mutual funds	<u>3,453,190</u>	<u>3,949,378</u>
Total	<u>\$ 4,414,334</u>	<u>\$ 5,149,350</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 FASB 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>2022</u>	<u>2021</u>
Land	\$ 366,393	\$ 366,393
Building and improvements	1,231,884	1,231,884
Furniture and equipment	1,613,178	1,550,201
Leasehold improvements	<u>48,967</u>	<u>48,967</u>
Total cost	3,260,422	3,197,445
Less accumulated depreciation	<u>2,241,480</u>	<u>2,154,051</u>
Property and equipment, net	<u>\$ 1,018,942</u>	<u>\$ 1,043,394</u>

## LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

### Notes to Consolidated Financial Statements

September 30, 2022 and 2021

#### 5. Line of Credit

The Association has a \$500,000 line of credit with a local bank, payable on demand through January 2024, and collateralized by all business assets with interest at the bank's prime lending rate. The interest rate was 3.25% at September 30, 2022. There was no outstanding balance at September 30, 2022 and 2021.

#### 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 2022 or 2021.

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, 2022 and 2021

**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>2022</u>	<u>2021</u>
Specific purpose		
Charitable giving	\$ 17,996	\$ 9,094
Employee assistance	14,522	-
Purchase of equipment	10,000	10,000
Scholarships	28,682	28,682
Staff recruitment	9,000	9,000
Staff retention	7,158	-
Wound care	5,000	5,000
Subject to the Association's spending policy and appropriation		
Endowment	<u>79,533</u>	<u>79,533</u>
	<u>\$ 171,891</u>	<u>\$ 141,309</u>

**8. Net Patient Service Revenue**

Net patient service revenue was as follows:

	<u>2022</u>	<u>2021</u>
Medicare	\$ 6,880,164	\$ 8,107,358
Medicaid	268,948	417,867
Other third-party insurance	2,019,088	1,704,082
Private pay	<u>1,261,063</u>	<u>1,518,147</u>
Total	<u>\$10,429,263</u>	<u>\$11,747,454</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.

## LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

## Notes to Consolidated Financial Statements

September 30, 2022 and 2021

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.

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 payer or group of payers 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>2022</u>	<u>2021</u>
Program services:		
Salaries and benefits	\$ 7,015,120	\$ 7,527,413
Other operating expenses:		
Program supplies	536,788	588,367
Contract services	162,423	259,621
Transportation	269,793	258,011
Other	479,689	438,540
Depreciation	<u>65,860</u>	<u>65,601</u>
Total program services	<u>8,529,673</u>	<u>9,137,553</u>
Administrative and general:		
Salaries and benefits	2,352,527	2,429,544
Other operating expenses:		
Contract services	408,570	424,102
Transportation	15,649	15,455
Other	157,094	138,335
Depreciation	<u>21,569</u>	<u>20,694</u>
Total administrative and general	<u>2,955,409</u>	<u>3,028,130</u>
Total	<u>\$11,485,082</u>	<u>\$12,165,683</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, 2022 and 2021**

**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, 2022 and 2021, 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 \$183,985 and \$186,876 for the years ended September 30, 2022 and 2021, 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:

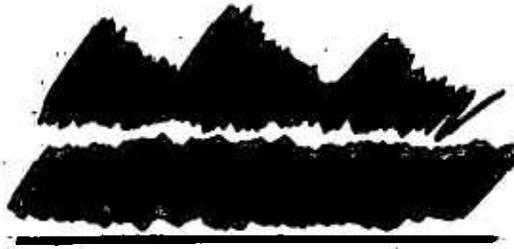
	<u>2022</u>	<u>2021</u>
Medicare	47 %	58 %
Medicaid	3	2
Other	<u>50</u>	<u>40</u>
Total	<u>100 %</u>	<u>100 %</u>

**13. Fiscal Agent**

Through November 2021, the Association was the fiscal agent for the Eastman Community Association (Eastman), which is an IRC Section 501(c)(4) organization located in Grantham, New Hampshire. Upon the closure of Eastman, the funds remaining were transferred to the Upper Valley Community Nursing program. Funds held as the fiscal agent were reflected as an asset and liability in the consolidated balance sheet for the year ended September 30, 2021 in the amount of \$19,763.

**14. Subsequent Events**

For financial reporting purposes, subsequent events have been evaluated by management through December 6, 2022, which is the date the consolidated financial statements were available to be issued.



Lake Sunapee Community Health Services  
Board of Trustees as of 3/8/2023

Daniel Junius  
Board Chair

Neil Shifrin  
Treasurer

George Quackenbos  
Secretary

Maynard Goldman  
Community Member

James Culhane  
President & CEO

"Katie"

Catherine Wells RN

**EXPERIENCE:**

**Jan 2003-  
present**

**Riverbend Community Mental Health Center, Concord, NH**

*Psychiatric Nurse - Community Support Program (adult population-ages 18-59)*  
Managing caseload of >200 clients with various diagnoses of acute and chronic mental illness. Assessing and documenting the mental, psycho-social, and physical status of patients' during in-office appointments. Providing symptom management support and education by phone, and triaging of calls. Evaluating and documenting patients' observations and concerns regarding symptoms, and medication, and potential medication side effects. Providing patient education regarding the role of lifestyle changes in promoting emotional and physical wellness. Administration of long-acting injectable maintenance medications when prescribed. Attending team meetings and communicating closely with physicians, APRNs, therapists, LDACs, and case managers to most effectively collaborate care for our clients, and in order to best promote the achievement of clients' treatment goals. Completing health screening assessments, and maintaining timely, updated documentation complying with agency and state regulations. Communicating with family members/guardians, and outside medical providers, while maintaining strict adherence to HIPPA guidelines. Referring clients to, and communicating with their primary care providers, medical specialists, DCYF and to the ED when applicable.

**1998-2000**

**Beth Israel Medical Center, New York, NY**

*Staff Nurse, 8 Silver-Planetree Unit- Cardiac Telemetry and CCU stepdown*  
Managing care of 6-9 patients on telemetry unit, with alternating shifts in CCU (4 bed) stepdown unit. Assessing and communicating patients' physical and mental status to interdisciplinary medical team. Providing direct nursing care in collaboration with certified nurse assistants, fellow RNs, physicians, and clinical specialists. Assisting in procedures such as ACLS, cardioversion, trans-esophageal echocardiogram, and thoracentesis.

**1991-1999**

**Association for Children with Retarded Mental Development, New York, NY  
(now renamed LIFESPIRE, Inc.)**

**1998-1999**

*Residence Nurse*

Per-diem nursing duties providing staff and consumer training, medication administration training to direct care counselors, monitoring medical care of group home residents, and coordinating with clinicians and healthcare providers in the community.

**1992-1996**

*Residence Manager*

Managed group homes for developmentally disabled adults. Responsibilities included training and supervision of direct care counselors, coordinating fiscal, medical and psychiatric services, holding interdisciplinary staff meetings with clinicians, and ensuring compliance with the standards of the Office of Mental Retardation and Developmental Disabilities.

**1991-1992**

*Direct Care Counselor/Medical Coordinator; Assistant Residence Manager*

**EDUCATION:**

- 1996-1998 Phillips Beth Israel School of Nursing  
New York, New York  
*Associate in Applied Science Degree, Cum Laude*
- 1987-1991 Hampshire College  
Amherst, Massachusetts  
*Bachelor of Arts- Major- Cultural Anthropology*

**LICENSING:** New Hampshire State License # 051311-21

**CERTIFICATIONS:**

- 1997 IV Insertion and Phlebotomy  
Basic Cardiac Life Support  
Advanced Cardiac Life Support
- 1998 Nurse trainer certification for unlicensed personnel in residential settings in providing medication administration to consumers
- 2014 Recertified in BCLS at Concord Hospital.

**Continuing Education Credits:**

Multiple seminars attended annually. List of trainings available upon request.

**SPECIAL ACHIEVEMENTS:**

- 1998 Recipient of the Fanny and Charles Karpas Award for General Proficiency in Nursing
- 1997 Recipient of the Edith and Sylvia Feinstein Memorial Award for Overall Achievement in the Nursing Program
- 1996-1998 Recipient of Full Scholarship (for nursing program) from the Alex Hillman Family Foundation
- 1996-1998 Dean's List- Phillips Beth Israel School of Nursing

**REFERENCES:**

Available upon request

# CHERIE LEAVITT

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## 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**

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Catherine Wells	LSCHS Manager	\$8,000
Cherie Leavitt	Scheduling / Grant Supervisor	\$21,000

ARC

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Lori A. Shilbette  
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  
Fax: 603-271-5166 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

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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
		<b>Total:</b>	<b>\$744,552</b>

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.

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

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.

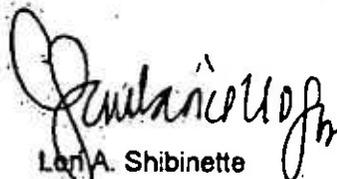
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties,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

  
Lon A. Shibinette  
Commissioner

**05-85-48-481010-7872 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
		Subtotal		\$ 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

**05-85-48-481010-9255 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	\$ 50,780.00	\$ -	\$ 50,780.00
2024	543-500385	Adult In Home Care	multiple	\$ 50,780.00	\$ -	\$ 50,780.00
		Subtotal		\$ 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

**05-05-48-481010-2638 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)**

Cornerstone						
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	\$ -		\$ -
Subtotal				\$ 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
	Cornerstone		\$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	Comerstone VNA	Franklin VNA & Hospice - Belknap County	Franklin VNA & Hospice - Merrimack County	Lake Sunapee	North Country Home Health & Hospice
<b>Technical</b>						
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
<b>TOTAL POINTS</b>	<b>100</b>	<b>85</b>	<b>92</b>	<b>92</b>	<b>72</b>	<b>97</b>

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

Reviewer Name
1   Jean Crouch
2   Laurie Heath
3   Maureen Brown

Title
Supervisor VII
Finance Administrator
BEAS Nutritionist, Program Spec.III

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

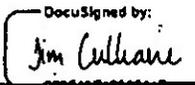
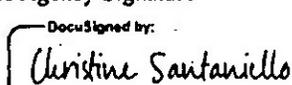
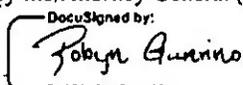
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. 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) DocuSigned by: By:  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 Initials

Date 9/21/2022

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**

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**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.

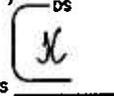
1.9. The Contractor shall provide sufficient staff who have the skills to perform all services specified in this Agreement.

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:



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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.

**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**

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**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 III B In Home Services	1/2 Hour	2,782	\$12.00	\$ 33,384.00
Title III B Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title III B 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 III B In Home Services	1/2 Hour	2,782	\$12.00	\$ 33,384.00
Title III B Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title III B 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.

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**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](mailto: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](mailto: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](mailto: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**

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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
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$8,000</b>
<b>Total Indirect Costs</b>	<b>\$800</b>
<b>TOTAL</b>	<b>\$8,800</b>

Contractor Initials DS  
K

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 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 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

*[Handwritten Signature]*



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.

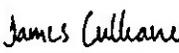
Place of Performance (street address, city, county, state, zip code) (list each location)

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:  
  
 Name: James Cullhane  
 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-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: 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 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:  
  
 Name: James Culhane  
 Title: CEO

Contractor Initials   
 Date 9/29/2022

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: Lake Sunapee Community Health Services

9/29/2022

Date

DocuSigned by:  
*James Culhane*  
80F98793501E4B4...  
Name: James Culhane  
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 Culhane*  
Name: James Culhane  
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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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 45CFR 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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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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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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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

Lake Sunapee Community Health Services

The State

Name of the Contractor

DocuSigned by:

*Christine Santaniello*

*James Culhane*

Signature of Authorized Representative

Signature of Authorized Representative

Christine Santaniello

James Culhane

Name of Authorized Representative

Name of Authorized Representative

Associate Commissioner

CEO

Title of Authorized Representative

Title of Authorized Representative

9/29/2022

9/29/2022

Date

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: 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?

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: _____

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**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

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## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



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

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

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## 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 Health and Human Services  
Amendment #1**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 19, 2022 (Item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.6, Account Number, to read:

05-95-48-481010-7872  
05-95-48-481010-9255  
05-95-48-481010-2638  
05-95-93-930010-2606

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

\$178,272

3. Modify Exhibit C, Payment Terms, Section 1, to read:

1. This Agreement is funded by:

- 1.1. 54.93% Federal funds:

- 1.1.1. 42.93% Older Americans Act Title III-B, as awarded on September 8, 2022 and February 13, 2023, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS and 2310NHOASS.

- 1.1.2. 1.32% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR.

- 1.1.3. 7.15% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supportive Services, CFDA 93.044, FAIN 2101NHSSC6.

- 1.1.4. 3.53% Enhanced FMAP-ARP, as awarded by Centers for Medicare & Medicaid Services.

- 1.2. 45.07% General funds.

4. Modify Exhibit C, Payment Terms, Section 3, to read:

- 3.1. Reimbursement shall be made at a per unit rate in accordance with Exhibit C, Table 1, Amendment #1, below, and Exhibit B, Scope of Services Section 1.6 through 1.8, not to exceed \$78,488 in State Fiscal Year 2023 and \$84,784 in State Fiscal Year 2024.

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5. Modify Exhibit C, Payment Terms, Section 4, to read:

- 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 Exhibit C-1 Budget Sheet through C-2, Amendment #1, SFY 2024 Budget.

6. Modify Exhibit C, Payment Terms, Section 5, to read:

- 5.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.beasinvoices@dhhs.nh.gov](mailto:dhhs.beasinvoices@dhhs.nh.gov) or mailed to:

Program Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301

7. Modify Exhibit C, Table 1, by replacing in its entirety with Exhibit C, Table 1, Amendment #1, which is attached hereto and incorporated by reference herein.

8. Add Exhibit C-2, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.

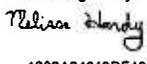
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023 upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

6/12/2023

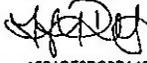
Date

DocuSigned by:  
  
1222A24040DF405  
Name: Melissa Hardy  
Title: Director, DLSS

North Country Home Health & Hospice Agency, Inc.

6/9/2023

Date

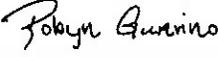
DocuSigned by:  
  
1934CF2BC3B14CF  
Name: Tiffany Haynes  
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/12/2023

Date

DocuSigned by:  
  
Name: Robyn Guarino  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

**Exhibit C, Table 1, Amendment #1**

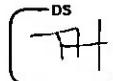
**Adult In-Home Care - North Country HHH**

<b>7/1/2022 through 06/30/2023 Service Units</b>				
<b>Adult In-Home Care</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
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		\$78,488.00

<b>7/1/2023 through 06/30/2024 Service Units</b>				
<b>Adult In-Home Care</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
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	\$0.00
HCBS ARP In Home Services	1/2 Hour	474	\$12.00	\$5,688.00
HCBS ARP Home Health Aide	1/2 Hour	38	\$16.00	\$608.00
HCBS ARP Nursing	1/2 Hour	0	\$25.73	\$0.00
	Subtotal	6,894		\$84,784.00

	<b>Overall Total</b>	<b>13,276</b>		<b>\$163,272.00</b>
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North Country Home Health Hospice Agency, Inc.  
 RFA-2023-BEAS-10-HOMEH-04-A01  
 Exhibit C, Table 1, Amendment #1

Contractor Initials: 

Date: 6/9/2023

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name: North Country Home Health & Hospice Agency, Inc.	
Budget Request for: Home Health Services	
Budget Period SFY 2024	
Indirect Cost Rate (if applicable) 0.00%	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	
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	\$500
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$500
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)	
Sign on bonus LNA	\$3,000
Sign on bonus Homemaker	\$2,000
Homemaker and Client supplies	\$1,000
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$7,000</b>
<b>Total Indirect Costs</b>	
<b>TOTAL</b>	<b>\$7,000</b>

Contractor Initials 

Date 6/9/2023

# 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".

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 & 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 June 6th, 2023, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That Tiffany R. Haynes, President & CEO (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of North Country Home Health & Hospice Agency, Inc.  
(Name of Corporation/ LLC) to enter into contracts or agreements with the State

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

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

Dated: June 6th, 2023

Roxie Severance  
Signature of Elected Officer  
Name: Roxie Severance  
Title: Board Chair

# Certif.ofAuthorityforCorp.orLLC

Final Audit Report

2023-06-06

Created:	2023-06-06
By:	Ren Anderson (landerson@nchhha.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABkKJ5P3iF7gkqeYPZPWS_tks12Kx6ex

## "Certif.ofAuthorityforCorp.orLLC" History

-  Document created by Ren Anderson (landerson@nchhha.org)  
2023-06-06 - 1:48:56 PM GMT
-  Document emailed to Roxie Severance (roxie@rsconsulting.services) for signature  
2023-06-06 - 1:49:23 PM GMT
-  Email viewed by Roxie Severance (roxie@rsconsulting.services)  
2023-06-06 - 5:19:41 PM GMT
-  Document e-signed by Roxie Severance (roxie@rsconsulting.services)  
Signature Date: 2023-06-06 - 5:20:03 PM GMT - Time Source: server
-  Agreement completed.  
2023-06-06 - 5:20:03 PM GMT

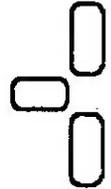




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**North Country Home  
Health & Hospice Agency**



## **MISSION STATEMENT**

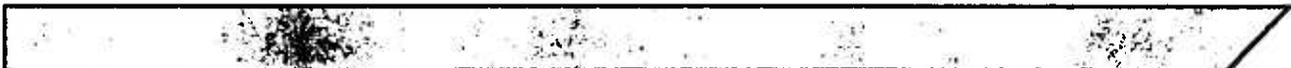
To provide quality home health and hospice care, utilizing a holistic approach, while working in collaboration with all community resources, to meet the comprehensive needs of the clients and their families, in a cost-effective manner.



**FINANCIAL STATEMENTS**

September 30, 2022 and 2021

With Independent Auditor's Report





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
North Country Home Health & Hospice Agency, Inc.

### Opinion

We have audited the accompanying financial statements of North Country Home Health & Hospice Agency, Inc., which comprise the balance sheets as of September 30, 2022 and 2021, 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 North Country Home Health & Hospice Agency, Inc. as of September 30, 2022 and 2021, 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 North Country Home Health & Hospice Agency, Inc. 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 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 presentation of the financial statements that are free from material misstatement, 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 North Country Home Health & Hospice Agency, Inc.'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  
North Country Home Health & Hospice Agency, Inc.  
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 North Country Home Health & Hospice Agency, Inc.'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 North Country Home Health & Hospice Agency, Inc.'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 Dawn McNeil & Parker, LLC*

Manchester, New Hampshire  
March 9, 2023

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.****Balance Sheets****September 30, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents	\$ 3,120,318	\$ 1,099,208
Patient accounts receivable, net	1,685,349	2,311,291
Prepaid expenses	<u>35,329</u>	<u>28,359</u>
Total current assets	4,840,996	3,438,858
Long-term investments	268,295	319,611
Beneficial trust held by others	64,334	77,812
Property and equipment, net	<u>841,608</u>	<u>1,362,395</u>
Total assets	<u>\$ 6,015,233</u>	<u>\$ 5,198,676</u>
<b>LIABILITIES AND NET ASSETS</b>		
Current liabilities		
Current portion of long-term debt	\$ 117,925	\$ 114,398
Accounts payable and accrued expenses	396,572	760,347
Due to related parties, net	43,336	433,466
Accrued payroll and related expenses	474,818	493,757
Deferred revenue	5,840	5,840
CARES Act provider relief funds	<u>406,839</u>	<u>-</u>
Total current liabilities	1,445,330	1,807,808
Long-term debt, excluding current portion	<u>527,249</u>	<u>645,171</u>
Total liabilities	<u>1,972,579</u>	<u>2,452,979</u>
Net assets		
Without donor restrictions	3,752,120	2,405,810
With donor restrictions	<u>290,534</u>	<u>339,887</u>
Total net assets	<u>4,042,654</u>	<u>2,745,697</u>
Total liabilities and net assets	<u>\$ 6,015,233</u>	<u>\$ 5,198,676</u>

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

## NORTH COUNTRY HOME HEALTH &amp; HOSPICE AGENCY, INC.

## Statements of Operations

Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Operating revenue		
Net patient service revenue	\$ 9,454,287	\$ 8,071,979
Net assets released from restrictions for operations	-	17,758
Grants	41,121	65,010
Municipal and county appropriations	185,630	150,930
CARES Act and other operating revenue	<u>528,163</u>	<u>707,370</u>
Total operating revenue	<u>10,209,201</u>	<u>9,013,047</u>
Operating expenses		
Salaries and benefits	5,863,699	5,700,812
Other operating expenses	2,339,094	2,929,107
Loss on disposal of property and equipment	443,101	-
Depreciation	108,013	199,850
Interest expense	<u>24,728</u>	<u>28,854</u>
Total operating expenses	<u>8,778,635</u>	<u>8,858,623</u>
Operating income	<u>1,430,566</u>	<u>154,424</u>
Other revenue and (losses)		
Contributions	112,576	99,174
Investment income, net	4,017	852
Change in fair value of investments	<u>(15,440)</u>	<u>-</u>
Total other revenue and gains (losses)	<u>101,153</u>	<u>100,026</u>
Excess of revenue over expenses	1,531,719	254,450
Equity distribution to affiliate	<u>(185,409)</u>	<u>-</u>
Increase in net assets without donor restrictions	<u>\$ 1,346,310</u>	<u>\$ 254,450</u>

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

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.****Statements of Changes in Net Assets****Years Ended September 30, 2022 and 2021**

	Without Donor Restrictions	With Donor Restrictions	Total
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	-	<u>(17,758)</u>	<u>(17,758)</u>
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>
Excess of revenue over expenses and increase in net assets without donor restrictions	1,346,310	-	1,346,310
Investment income, net	-	9,643	9,643
Change in fair value of investments	-	(45,518)	(45,518)
Change in fair value of beneficial trust held by others	-	<u>(13,478)</u>	<u>(13,478)</u>
Change in net assets	<u>1,346,310</u>	<u>(49,353)</u>	<u>1,296,957</u>
Balance, September 30, 2022	<u>\$ 3,752,120</u>	<u>\$ 290,534</u>	<u>\$ 4,042,654</u>

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

## NORTH COUNTRY HOME HEALTH &amp; HOSPICE AGENCY, INC.

## Statements of Cash Flows

Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities		
Change in net assets	\$ 1,296,957	\$ 305,378
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	108,013	199,850
Loss on disposal of property and equipment	443,101	-
Change in fair value of investments	60,958	(49,125)
Change in fair value of beneficial trust held by others	13,478	(15,053)
(Increase) decrease in the following assets		
Patient accounts receivable	625,942	(804,178)
Other receivables	-	61,600
Prepaid expenses	(6,970)	3,404
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(363,775)	228,667
Due to related parties	(390,130)	(34,257)
Accrued payroll and related expenses	(18,939)	148,466
CARES Act provider relief funds	<u>406,839</u>	<u>(480,046)</u>
Net cash provided (used) by operating activities	<u>2,175,474</u>	<u>(435,294)</u>
Cash flows from investing activities		
Purchases of long-term investments	(9,642)	(4,536)
Capital expenditures	<u>(30,327)</u>	<u>(59,460)</u>
Net cash used by investing activities	<u>(39,969)</u>	<u>(63,996)</u>
Cash flows from financing activities		
Principal payments on long-term debt	<u>(114,395)</u>	<u>(114,352)</u>
Net increase (decrease) in cash and cash equivalents	2,021,110	(613,642)
Cash and cash equivalents, beginning of year	<u>1,099,208</u>	<u>1,712,850</u>
Cash and cash equivalents, end of year	<u>\$ 3,120,318</u>	<u>\$ 1,099,208</u>
Supplemental disclosure of cash flow information:		
Cash paid for interest	<u>\$ 24,728</u>	<u>\$ 28,854</u>

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

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Notes to Financial Statements**

**September 30, 2022 and 2021**

**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 Topic 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.

**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, 2022 and 2021**

**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 represent 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 \$1,685,349; \$2,311,291; and \$1,507,113 as of September 30, 2022, 2021, and 2020, 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, 2022 and 2021****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 principle, 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, 2022 and 2021**

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 as of September 30, 2022 and 2021.

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>2022</u>	<u>2021</u>
Beneficial interest in perpetual trust	\$ 64,334	\$ 77,812
Endowment - unappropriated spending	-	35,875
Endowment - in perpetuity	<u>226,200</u>	<u>226,200</u>
Total	<u>\$ 290,534</u>	<u>\$ 339,887</u>

**COVID-19 and Relief Funding**

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, 2022 and 2021**

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.

**CARES Act Provider Relief Stimulus Funds**

The Agency received emergency federal grant funding under the CARES Act from the Provider Relief Fund (PRF) which are funds to support healthcare providers in responding to the COVID-19 outbreak.

The following table outlines the distributions received, period of availability and revenue recognized during the years ended September 30, 2022 and 2021.

<u>Distribution Period</u>	<u>Distribution Amount</u>	<u>Funds Available for Use Through</u>	<u>Revenue Recognized in 2022</u>	<u>Revenue Recognized in 2021</u>
Period 1 (4/10/2020 to 6/30/2020)	\$ 480,046	6/30/2021	\$ -	\$ 480,046
Period 4 (7/1/2021 to 12/31/2021)	<u>730,975</u>	12/31/2022	<u>404,161</u>	<u>-</u>
Total	<u>\$ 1,211,021</u>		<u>\$ 404,161</u>	<u>\$ 480,046</u>

**American Rescue Plan Act**

On March 11, 2021, the U.S. government enacted the American Rescue Plan Act (ARPA). ARPA, among other things, provided support for health and human services workforce development and recruitment in response to COVID-19 and broader economic impacts of the pandemic. The Agency applied for and received \$80,025 in grant funding under ARPA in March 2022, which is to be used to increase wages and sign on bonuses for nurses and their direct supervisors who provide services to Medicaid patients. As of September 30, 2022, the funds were recorded as deferred revenue.

## NORTH COUNTRY HOME HEALTH &amp; HOSPICE AGENCY, INC.

## Notes to Financial Statements

September 30, 2022 and 2021

**2. Availability and Liquidity of Financial Assets**

As of September 30, 2022, the Agency has working capital of \$3,395,666 and average days (based on normal expenditures) cash on hand of 128.

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>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 3,120,318	\$ 1,099,208
Patient accounts receivable, net	1,685,349	2,311,291
Investments without donor restrictions (Note 1)	<u>          -</u>	<u>35,875</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 4,805,667</u>	<u>\$ 3,446,374</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>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 30,007	\$ 27,696
Equities	98,890	123,748
Mutual funds	<u>139,398</u>	<u>168,167</u>
Total	<u>\$ 268,295</u>	<u>\$ 319,611</u>

**Fair Value Measurement**

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

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.****Notes to Financial Statements****September 30, 2022 and 2021**

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, 2022 and 2021.

	<u>Assets at Fair Value as of</u> <u>September 30, 2022</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 30,007	\$ -	\$ -	\$ 30,007
Equities	98,890	-	-	98,890
Mutual funds	139,398	-	-	139,398
Beneficial trust held by others	<u>-</u>	<u>-</u>	<u>64,334</u>	<u>64,334</u>
Total investments	<u>\$ 268,295</u>	<u>\$ -</u>	<u>\$ 64,334</u>	<u>\$ 332,629</u>

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.****Notes to Financial Statements****September 30, 2022 and 2021**

	<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	168,167	-	-	168,167
Beneficial trust held by others	-	-	77,812	77,812
<b>Total investments</b>	<b>\$ 319,611</b>	<b>\$ -</b>	<b>\$ 77,812</b>	<b>\$ 397,423</b>

The following presents the change in the assets measured at fair value based on Level 3 inputs:

	<u>2022</u>	<u>2021</u>
Balance, beginning of year	\$ 77,812	\$ 62,759
Change in fair value	(10,100)	18,356
Distributions	(2,929)	(2,875)
Fees	(449)	(428)
Balance, end of year	<u>\$ 64,334</u>	<u>\$ 77,812</u>

**4. Property and Equipment**

Property and equipment consist of the following:

	<u>2022</u>	<u>2021</u>
Land	\$ 168,203	\$ 168,203
Building and improvements	1,136,921	1,136,921
Furniture, fixtures, and equipment	<u>747,155</u>	<u>1,245,666</u>
Total cost	2,052,279	2,550,790
Less accumulated depreciation	<u>1,222,557</u>	<u>1,188,395</u>
Total cost, less accumulated depreciation	829,722	1,362,395
Construction-in-progress	<u>11,886</u>	-
Property and equipment, net	<u>\$ 841,608</u>	<u>\$ 1,362,395</u>

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Notes to Financial Statements**

**September 30, 2022 and 2021**

**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 funds with deficiencies. There were no funds with deficiencies as of September 30, 2022 and 2021.

**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 &amp; HOSPICE AGENCY, INC.

## Notes to Financial Statements

September 30, 2022 and 2021

The following summarizes changes in endowment assets:

	Without Donor Restrictions	With Donor Restrictions	Total
Balance September 30, 2020	\$ 39,750	\$ 226,200	\$ 265,950
Investment income, net of fees	28	4,508	4,536
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>57,536</u>	<u>262,075</u>	<u>319,611</u>
Investment (loss) income, net of fees	(1)	9,643	9,642
Change in fair value	<u>(15,440)</u>	<u>(45,518)</u>	<u>(60,958)</u>
Balance September 30, 2022	\$ <u>42,095</u>	\$ <u>226,200</u>	\$ <u>268,295</u>

6. Long-term Debt

Long-term debt consisted of the following:

	<u>2022</u>	<u>2021</u>
Mortgage payable to a local bank, payable in monthly installments of \$2,329, including principal and interest, interest is variable and will be adjusted to prime plus 0.5%, 3.75% as of September 30, 2022, each February for the remaining term of the loan, collateralized by real estate. The maturity date for this mortgage is in September 2044.	\$ 430,187	\$ 441,762
Unsecured promissory note, payable in annual installments of \$48,000, including principal and interest, through September 2024 due to Littleton Regional Health Care.	92,445	136,657
Unsecured promissory notes to related parties, payable in annual installments ranging from \$8,000 to \$29,000, including principal and interest, through September 2024 due to related parties.	<u>122,542</u>	<u>181,150</u>
Total long-term debt	645,174	759,569
Less current portion	<u>117,925</u>	<u>114,398</u>
Long-term debt, less current portion	\$ <u>527,249</u>	\$ <u>645,171</u>

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.****Notes to Financial Statements****September 30, 2022 and 2021**

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, 2022.

Principal maturities of the above notes over the next five years and thereafter are as follows:

2023	\$	117,925
2024		121,560
2025		12,955
2026		13,449
2027		13,962
Thereafter		<u>365,323</u>
Total	\$	<u>645,174</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, 2023. The interest rate is repriced daily based on prime plus 1% (7.25% at September 30, 2022). There was no outstanding balance at September 30, 2022 and 2021.

**8. Net Patient Service Revenue**

Net patient service revenue is as follows:

	<u>2022</u>	<u>2021</u>
Medicare	\$ 8,145,023	\$ 7,181,165
Medicaid	231,944	604,224
Other third-party payors and private pay	<u>1,077,320</u>	<u>286,590</u>
Total	<u>\$ 9,454,287</u>	<u>\$ 8,071,979</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 &amp; HOSPICE AGENCY, INC.

## Notes to Financial Statements

September 30, 2022 and 2021

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 \$80,375 in 2022 and \$49,173 in 2021.

**10. Functional Expenses**

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

	<u>2022</u>	<u>2021</u>
Program services		
Salaries and related expenses	\$ 4,913,299	\$ 4,510,873
Program supplies	588,762	503,529
Contract services	296,345	633,044
Other operating expenses	867,525	957,104
Depreciation	90,504	160,959
Interest	<u>20,720</u>	<u>22,756</u>
Total program services	<u>6,777,155</u>	<u>6,788,265</u>
Administrative and general		
Salaries and related expenses	950,400	1,189,939
Contract services	466,252	661,128
Other operating expenses	563,311	174,902
Depreciation	17,509	38,891
Interest	<u>4,008</u>	<u>5,498</u>
Total administrative and general	<u>2,001,480</u>	<u>2,070,358</u>
Total	<u>\$ 8,778,635</u>	<u>\$ 8,858,623</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, 2022 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, 2022 and 2021****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>2022</u>	<u>2021</u>
Medicare	39 %	38 %
Medicaid	12	13
United Healthcare	11	16
VA Administration	4	1
Commercial and Other	<u>34</u>	<u>32</u>
Total	<u>100 %</u>	<u>100 %</u>

**13. Related-Party Transactions**

Amounts due (from) entities related through common control, are as follows:

	<u>2022</u>	<u>2021</u>
Weeks Medical Center	\$ 5,128	\$ 60,302
North Country Healthcare	40,152	10,220
Androscoggin Valley Hospital	(1,944)	342,946
Androscoggin Valley Home Care Services	-	11,461
Upper Connecticut Valley Hospital	<u>-</u>	<u>8,537</u>
Total	<u>\$ 43,336</u>	<u>\$ 433,466</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, 2022 and 2021 consisted of the following:

	<u>2022</u>	<u>2021</u>
3% note payable to Androscoggin Valley Hospital	\$ 60,196	\$ 88,985
3% note payable to Weeks Medical Center	45,147	66,740
3% note payable to Upper Connecticut Valley Hospital	<u>17,199</u>	<u>25,425</u>
	<u>\$ 122,542</u>	<u>\$ 181,150</u>

**14. Subsequent Events**

For financial reporting purposes, subsequent events have been evaluated by management through March 9, 2023, which is the date the financial statements were available to be issued.

<b>Director Name</b>	<b>Affiliation</b>	<b>Role on Board</b>
Roxie Severance	RS Consulting	Chair
JJ Bujeaud	Lincoln Police Department	Vice Chair
Chad Stearns	Mascoma Savings Bank	Treasurer
Chrissy Smith	Badger, Peabody & Smith Realty	Secretary
Brian O'Hearn	North Country Healthcare	Director
Darrell Bodnar	North Country Healthcare	Director
Greg Eastman	Hunkins & Eaton Insurance	Director
Holly McCormack	Cottage Hospital	Director
Kim Force	Littleton Regional Hospital	Director
Heather Newfield	River Valley Community College	Director
Tom Mee	North Country Healthcare	Ex Officio
Tiffany Haynes	North Country Home Health & Hospice Agency	Ex Officio

# Tiffany R. Haynes, MSN, RN, CHPN

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## EDUCATION/Certifications

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### 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

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## PROFESSIONAL EXPERIENCE

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### 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

# Jessica C. Foster-Hebert, RN

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## 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**  
**LICENSED 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 Simione 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

**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

ARC

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

Lori A. Shiblette  
 Commissioner

Melissa A. Hardy  
 Director

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-5034 1-800-852-3345 Ext. 5034  
 Fax: 603-271-5166 TDD Access: 1-800-735-2964  
 www.dhhs.nh.gov

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
		<b>Total:</b>	<b>\$744,552</b>

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.

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

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,



Lon 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
		Subtotal		\$ 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
		Subtotal		\$ 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	\$ 1,958.00		\$ 1,958.00
2024	543-500385	Adult In Home Care	multiple	\$ 1,958.00		\$ 1,958.00
		Subtotal		\$ 3,912.00	\$ -	\$ 3,912.00
		Total 9255		\$ 457,776.00	\$ -	\$ 457,776.00

**05-85-48-481010-2638 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	\$ -	\$ -	\$ -
Subtotal				\$ 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	Comerstone VNA	Franklin VNA & Hospice - Belknap County	Franklin VNA & Hospice - Merrimack County	Lake Sunapee	North Country Home Health & Hospice
<b>Technical</b>						
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
<b>TOTAL POINTS</b>	<b>100</b>	<b>85</b>	<b>92</b>	<b>92</b>	<b>72</b>	<b>97</b>

**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-05)

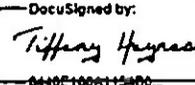
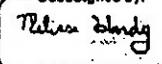
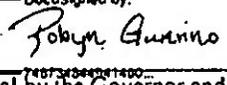
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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: 	Date: 9/15/2022	1.12 Name and Title of Contractor Signatory Tiffany Haynes President and CEO	
1.13 State Agency Signature DocuSigned by: 	Date: 9/16/2022	1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLSS	
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: 9/16/2022			
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.

Contractor Initials

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### 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

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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 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

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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.

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

EXHIBIT C

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](mailto: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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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.

9. Audits

9.1. The Contractor shall email an annual audit to [dhhs.act@dhhs.nh.gov](mailto: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](mailto: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.

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
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$8,000</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$8,000</b>

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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

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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-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: North Country Home Health and Hospice

9/15/2022

Date

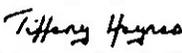
DocuSigned by:  
  
 Name: Tiffany Haynes  
 Title: President and CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials

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Date: 9/15/2022



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 (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: North Country Home Health and Hospice

9/15/2022

Date

DocuSigned by:  
*Tiffany Haynes*  
Name: Tiffany Haynes  
Title: President and CEO

Contractor Initials TH  
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

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: North Country Home Health and Hospice

9/15/2022

Date

DocuSigned by:

*Tiffany Haynes*

Name: Tiffany Haynes

Title: President and CEO

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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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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



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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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 TH

Date 9/15/2022



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 9/15/2022



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

North Country Home Health and Hospice

The State by:

Name of the Contractor:

*Melissa Hardy*

*Tiffany Haynes*

Signature of Authorized Representative

Signature of Authorized Representative

Melissa Hardy

Tiffany Haynes

Name of Authorized Representative  
Director, DLSS

Name of Authorized Representative

President and CEO

Title of Authorized Representative

Title of Authorized Representative

9/16/2022

9/15/2022

Date

Date

Contractor Initials *TH*

Date 9/15/2022



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.

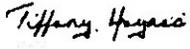
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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: North Country Home Health and Hospice

9/15/2022

Date

DocuSigned by:  
  
 Name: Tiffany Haynes  
 Title: President and CEO

Contractor Initials   
 Date 9/15/2022



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.

- The UEI (SAM.gov) number for your entity is: 170374276
- 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:

- 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:

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

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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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

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## 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.).

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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

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## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



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

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

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 Health and Human Services  
Amendment #1**

This Amendment to the Home Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Visiting Nurse Association of Franklin ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 19, 2022 (Item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.6, Account Number, to read:  
05-95-48-481010-7872  
05-95-48-481010-9255  
05-95-48-481010-2638  
05-95-93-930010-2606
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$147,252
3. Modify Exhibit C, Payment Terms, by replacing in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.
4. Add Exhibit C-2, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-3, Amendment #1, SFY 2024 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

6/9/2023

Date

DocuSigned by:  
*Melissa Hardy*  
Name: MELISSA Hardy  
Title: Director, DLTSS

The Visiting Nurse Association of Franklin

6/6/2023

Date

DocuSigned by:  
*Krystin Albert*  
Name: Krystin Albert  
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/9/2023

Date

DocuSigned by:  
*Robyn Guarino*  
748734844941480  
Name: Robyn Guarino  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

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

**EXHIBIT C Amendment #1**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 64.48% Federal funds:
    - 1.1.1 4.89% Older Americans Act Title III-B, as awarded on September 8, 2022 and February 13, 2023, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS and 2310NHOASS.
    - 1.1.2 41.37% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR.
    - 1.1.3 17.32% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supportive Services, CFDA 93.044, FAIN 2101NHSSC6.
    - 1.1.4 0.90% Enhanced FMAP-ARP, as awarded by Centers for Medicare & Medicaid Services.
  - 1.2. 35.52% 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, Amendment #1 below, and Exhibit B, Scope of Services Section 1.6 through 1.8, not to exceed \$21,600 in State Fiscal Year 2023 and \$21,600 in State Fiscal Year 2024.

New Hampshire Department of Health and Human Services  
Home Health Services

**EXHIBIT C Amendment #1**

Table 1, Amendment #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 III B In Home Services	1/2 Hour	300	\$12.00	\$ 3,600.00
Title III B Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title III B 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 III B In Home Services	1/2 Hour	300	\$12.00	\$ 3,600.00
Title III B Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title III B 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, Amendment #1 below, and Exhibit B, Scope of Services Section 1.6 through 1.8, not to exceed \$36,360 in State Fiscal Year 2023 and \$37,692 in State Fiscal Year 2024.

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New Hampshire Department of Health and Human Services  
Home Health Services

**EXHIBIT C Amendment #1**

Table 2, Amendment #1:

Adult In-Home Care - 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 III B In Home Services	1/2 Hour	300	\$12.00	\$ 3,600.00
Title III B Home Health Aide	1/2 Hour	0	\$16.00	\$
Title III B Nursing	1/2 Hour	0	\$25.73	\$
	Subtotal	3,030		\$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 III B In Home Services	1/2 Hour	300	\$12.00	\$3,600.00
Title III B Home Health Aide	1/2 Hour	0	\$16.00	\$0.00
Title III B Nursing	1/2 Hour	0	\$25.73	\$0.00
HCBS ARP In Home Services	1/2 Hour	111	\$12.00	\$1,332.00
HCBS ARP Home Health Aide	1/2 Hour	0	\$16.00	\$0.00
HCBS ARP Nursing	1/2 Hour	0	\$25.73	\$0.00
	Subtotal	3,141		\$37,692.00
	Overall Total	6,171		\$74,052.00

4. COVID-19 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, Amendment #1, Budget Sheet through Exhibit C-3, Amendment #1, SFY 2024 Budget.

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.

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

**EXHIBIT C Amendment #1**

- 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](mailto:dhhs.beasinvoices@dhhs.nh.gov) or mailed to:  

Program 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](mailto: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](mailto:dhhs.act@dhhs.nh.gov) within 120 days after the close of the Contractor's

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

**EXHIBIT C Amendment #1**

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, 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.

New Hampshire Department of Health and Human Services	
Contractor Name: <i>The Visiting Nurse Association of Franklin (Belknap County)</i>	
Budget Request for: <i>Home Health Services</i>	
Budget Period: <i>SFY 2024</i>	
Indirect Cost Rate (if applicable): <i>0.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$7,000
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)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$7,000</b>
<b>Total Indirect Costs</b>	
<b>TOTAL</b>	<b>\$7,000</b>

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Contractor Initials

Date

6/6/2023

New Hampshire Department of Health and Human Services	
Contractor Name: <i>The Visiting Nurse Association of Franklin (Merrimack County)</i>	
Budget Request for: <i>Home Health Services</i>	
Budget Period: <i>SFY 2024</i>	
Indirect Cost Rate (if applicable) 0.00%	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$7,000
2. Fringe Benefits	\$0
3. Consultants	\$0
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and	\$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
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$7,000</b>
<b>Total Indirect Costs</b>	
<b>TOTAL</b>	<b>\$7,000</b>

Contractor Initials   
 Date 6/6/2023

# 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: 0006194345



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of April A.D. 2023.

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 The 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 25, 2023, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

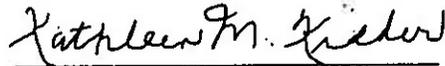
**VOTED:** That Krystin Albert, CEO (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of The 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: 6/02/2023



Signature of Elected Officer  
Name: Kathleen Kidder  
Title: Chair of Board of Directors





*Franklin*   
**VNA & Hospice**

**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, 2022 and 2021

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, 2022 and 2021, 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, 2022 and 2021, 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 25, 2023

**THE VISITING NURSE ASSOCIATION OF FRANKLIN  
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

**Balance Sheets**

**December 31, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents	\$ 106,340	\$ 105,277
Patient accounts receivable, net	586,173	405,178
Prepaid expenses	<u>14,943</u>	<u>12,151</u>
Total current assets	707,456	522,606
Investments	3,048,308	3,521,419
Property and equipment, net	<u>56,918</u>	<u>19,943</u>
Total assets	<u>\$ 3,812,682</u>	<u>\$ 4,063,968</u>
<b>LIABILITIES AND NET ASSETS</b>		
Current liabilities		
Accounts payable and accrued expenses	\$ 56,861	\$ 41,835
Line of credit	228,103	50,000
Accrued payroll and related expenses	<u>167,737</u>	<u>200,728</u>
Total current liabilities and total liabilities	452,701	292,563
Net assets		
Without donor restrictions	<u>3,359,981</u>	<u>3,771,405</u>
Total liabilities and net assets	<u>\$ 3,812,682</u>	<u>\$ 4,063,968</u>

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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, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
Operating revenue		
Net patient service revenue	\$ 2,660,882	\$ 2,372,415
Other operating revenue	162,523	66,114
CARES Act revenue	<u>57,696</u>	<u>134,049</u>
Total operating revenue	<u>2,881,101</u>	<u>2,572,578</u>
Operating expenses		
Salaries and benefits	2,325,567	2,246,595
Other operating expenses	568,381	554,694
Depreciation	<u>7,611</u>	<u>17,086</u>
Total operating expenses	<u>2,901,559</u>	<u>2,818,375</u>
Operating income ( loss)	<u>(20,458)</u>	<u>(245,797)</u>
Other revenue (expenses) and gains (losses)		
Investment income	71,906	65,420
Contributions	16,044	15,856
Change in fair value of investments	<u>(478,916)</u>	<u>274,405</u>
Total other revenue (expenses) and gains (losses), net	<u>(390,966)</u>	<u>355,681</u>
Change in net assets without donor restrictions	<u>(411,424)</u>	109,884
Net assets without donor restrictions, beginning of year	<u>3,771,405</u>	<u>3,661,521</u>
Net assets without donor restrictions, end of year	<u>\$ 3,359,981</u>	<u>\$ 3,771,405</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, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities		
Change in net assets	\$ (411,424)	\$ 109,884
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation	7,611	17,086
Change in fair value of investments	478,916	(274,405)
Increase in the following assets		
Patient accounts receivable	(180,995)	(146,205)
Prepaid expenses	(2,792)	(8,642)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	15,026	2,332
Accrued payroll and related expenses	(32,991)	33,445
CARES Act refundable advance	-	(123,399)
Net cash used by operating activities	<u>(126,649)</u>	<u>(389,904)</u>
Cash flows from investing activities		
Purchase of investments	(1,400,191)	(1,935,623)
Proceeds from sale of investments	1,394,386	1,917,735
Capital expenditures	<u>(44,586)</u>	<u>-</u>
Net cash used by investing activities	<u>(50,391)</u>	<u>(17,888)</u>
Cash flows from financing activities		
Advances on line of credit	218,904	50,000
Payments on line of credit	<u>(40,801)</u>	<u>-</u>
Net cash provided by financing activities	<u>178,103</u>	<u>50,000</u>
Net increase (decrease) in cash and cash equivalents	1,063	(357,792)
Cash and cash equivalents, beginning of year	<u>105,277</u>	<u>463,069</u>
Cash and cash equivalents, end of year	<u>\$ 106,340</u>	<u>\$ 105,277</u>

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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, 2022 and 2021

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, New Hampshire 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.

Income Taxes

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

**THE VISITING NURSE ASSOCIATION OF FRANKLIN  
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

**Notes to Financial Statements**

**December 31, 2022 and 2021**

**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 a reserve for 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 \$586,173, \$405,178 and \$258,973 as of December 31, 2022, 2021 and 2020, respectively.

**Investments**

Investments are reported at fair value and has elected to report all gains and losses and investment income in other revenues (expenses) and gains (losses) 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, 2022 and 2021**

**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.

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, 2022 and 2021**

**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 and Relief Funding**

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.

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.

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 Internal Revenue Code, including those related to losses, charitable deductions, and business interest.

**CARES Act Paycheck Protection Program**

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 \$123,399. 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, 2021 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 five years from the date of loan forgiveness.

**THE VISITING NURSE ASSOCIATION OF FRANKLIN  
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

**Notes to Financial Statements**

**December 31, 2022 and 2021**

**American Rescue Plan Act**

On March 11, 2021, the U.S. government enacted the American Rescue Plan Act (ARPA). ARPA, among other things, provided support for health and human services workforce development and recruitment in response to COVID-19 and broader economic impacts of the pandemic. The Association applied for and received \$57,696 in grant funding under ARPA in 2022 to be used for recruiting, retaining and educating employees who provide services to Medicaid patients. During the year the Association increased wages and offered sign on bonuses and stipends for those employees who were providing services to Medicaid patients. At December 31, 2022, the expenses incurred exceeded the funds received. Accordingly, the funds were recognized as CARES Act revenue during the year ended December 31, 2022.

**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>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 106,340	\$ 105,277
Patient accounts receivable, net	586,173	405,178
Investments	<u>3,048,308</u>	<u>3,521,419</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 3,740,821</u>	<u>\$ 4,031,874</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

**THE VISITING NURSE ASSOCIATION OF FRANKLIN  
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

**Notes to Financial Statements**

**December 31, 2022 and 2021**

**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, 2022 and 2021.

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

	<u>Fair Value Measurement at December 31, 2022</u>		
	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>
Cash and cash equivalents	\$ 414,748	\$ 414,748	\$ -
Debt instruments			
U.S. Government and agency	290,633	290,633	-
Corporate bonds	<u>267,799</u>	<u>-</u>	<u>267,799</u>
Total debt instruments	558,432	290,633	267,799
Marketable equity securities	250,497	250,497	-
Mutual funds			
Equity funds	1,381,058	1,381,058	-
Fixed income funds	386,745	386,745	-
Commodities	<u>56,828</u>	<u>56,828</u>	<u>-</u>
Total mutual funds	<u>1,824,631</u>	<u>1,824,631</u>	<u>-</u>
Total investments	<u>\$ 3,048,308</u>	<u>\$ 2,780,509</u>	<u>\$ 267,799</u>

**THE VISITING NURSE ASSOCIATION OF FRANKLIN  
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

**Notes to Financial Statements**

**December 31, 2022 and 2021**

Fair Value Measurement 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>

The fair value of corporate bonds are measured based on level 2 inputs. The fair value is determined annually based on quoted market prices of similar instruments.

**4. Property and Equipment**

Property and equipment consists of the following:

	<u>2022</u>	<u>2021</u>
Land	\$ 10,000	\$ 10,000
Land improvements	81,225	81,225
Building and improvements	345,757	333,289
Furniture, fixtures and equipment	<u>532,814</u>	<u>500,696</u>
Total cost	969,796	925,210
Less accumulated depreciation	<u>912,878</u>	<u>905,267</u>
Property and equipment, net	<u>\$ 56,918</u>	<u>\$ 19,943</u>

**5. Line of Credit**

The Association maintains a \$500,000 revolving line of credit with a local bank bearing interest of 6.25% that matures on December 6, 2023 and is secured by the Association's investment portfolio. The outstanding balance on the line of credit was \$228,103 and \$50,000 as of December 31, 2022 and 2021, respectively.

**THE VISITING NURSE ASSOCIATION OF FRANKLIN  
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

**Notes to Financial Statements**

**December 31, 2022 and 2021**

**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, 2022 and 2021 is as follows:

	<u>2022</u>	<u>2021</u>
Medicare	\$ 1,954,849	\$ 2,150,640
Medicaid	58,250	41,989
Other third-party payors	579,799	115,898
Private pay	<u>67,984</u>	<u>63,888</u>
Total	<u>\$ 2,660,882</u>	<u>\$ 2,372,415</u>

**THE VISITING NURSE ASSOCIATION OF FRANKLIN  
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

**Notes to Financial Statements**

**December 31, 2022 and 2021**

**7. Functional Expenses**

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

	<u>2022</u>	<u>2021</u>
Program services		
Salaries and benefits	\$ 2,011,846	\$ 1,941,286
Program supplies	89,337	76,211
Contract services	10,875	88,302
Other operating expenses	246,461	208,342
Depreciation	<u>6,584</u>	<u>14,764</u>
Total program services	<u>2,365,103</u>	<u>2,328,905</u>
Administrative and general		
Salaries and benefits	313,721	305,309
Contract services	189,357	151,166
Other operating expenses	32,351	30,673
Depreciation	<u>1,027</u>	<u>2,322</u>
Total administrative and general	<u>536,456</u>	<u>489,470</u>
Total	<u>\$ 2,901,559</u>	<u>\$ 2,818,375</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 \$21,139 and \$21,360 for the years ended December 31, 2022 and 2021, respectively.

**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>2022</u>	<u>2021</u>
Medicare	74 %	90 %
Medicaid	-	1
Other	<u>26</u>	<u>9</u>
Total	<u>100 %</u>	<u>100 %</u>

**THE VISITING NURSE ASSOCIATION OF FRANKLIN  
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

**Notes to Financial Statements**

**December 31, 2022 and 2021**

**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, 2022 and 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. 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 25, 2023, 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 4/2023 – 4/2024**

<b>NAME</b>	<b>TERM</b>
<b><u>CHAIR</u></b> Kathleen "Kitty" Kidder	Oct.2018-Oct. 2021 Oct.2021-Oct. 2024
<b><u>VICE CHAIR</u></b> Virginia "Ginny" Blackmer	Oct 2020-Oct 2023
<b><u>TREASURER</u></b> Deborah Tessier	Aug.2019-Apr2022 Apr 2022-Apr 2025
<b><u>SECRETARY</u></b> Cheri Caruso	Apr 2015-Apr2018 Apr 2018-Apr 2019 Apr 2019-Apr 2022 Apr 2022-Apr 2025
Christopher Seufert, Esq.	Jan.2019 – Jan.2022 Jan 2022-Jan 2025
Michael J. Foss	Apr 2019-Apr2022 Apr 2022-Apr 2025

Revised 4/1/2023

## 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

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## 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 GENERA 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 hospitals 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



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## 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

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## Heather Calvin

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**

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I am a very hard worker, and I enjoy being an ira. 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 3 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. (8 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/wkdtq6x00ypyg0dgc](https://share.indeedassessments.com/share_assignment/wkdtq6x00ypyg0dgc)

*Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.*

# Jessye Gould

## Work Experience

### **Licensed Nursing Assistant**

Kendal at Hanover - Hanover, NH  
March 2022 to February 2023

- Assisted with feeding residents 2 meals per day
- Took care of approximately 15 elderly patients daily
- Assisted residents with activities of daily living
- Worked with mechanical lifts, as needed

### **Licensed Nursing Assistant**

Genesis HealthCare - Lebanon, NH  
February 2022 to March 2022

Assist patients with Activities of Daily Living

### **Unit Aide**

Genesis HealthCare - Lebanon, NH  
November 2021 to February 2022

Provide support to LNA and nursing staff

### **Health Safety Assistant**

Axiom Medical Consulting, LLC - Hanover, NH  
June 2021 to September 2021

Register staff, faculty and students for Covid testing; observe covid testing; collect samples

### **Employee Benefits Consultant**

Aflac - Windsor, VT  
March 2021 to June 2021

Set appointments with businesses to discuss employee benefits; write personal and group insurance policies

### **Administrative Assistant**

Technical Needs - Hanover, NH  
October 2020 to January 2021

Register patients for covid testing

### **Cashier**

Kmart - West Lebanon, NH  
November 2014 to February 2015

- Worked the cash register

- Counted out cash drawers

### **Cashier**

Best Buy - West Lebanon, NH  
November 2013 to July 2014

- Worked the cash register

### **Team Member**

McDonald's - West Lebanon, NH  
October 2010 to July 2011

Worked the cash register

## Education

### **High school diploma**

Hartford High School - White River Junction, VT  
August 2008 to January 2012

## Skills

- Cashiering
- Cash handling
- Insurance sales
- Cold calling
- Senior Care
- Vital Signs

## Languages

- English - Expert

## Certifications and Licenses

### **Life Insurance**

March 2021 to April 2023

### **Certified Nursing Assistant (CNA)**

February 2022 to October 2023

# ARIANNA HANCOCK

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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.

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**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, SHAWS 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

# Maddie Trefethen

## Education

New England College Outdoor Education BA	2017
Proctor Academy	2014

## Experience

### Concord Hospital ER Technician January 2021-Present

Responsibilities include assisting with and performing patient care as an EMT.

### Franklin High School Coach: October 2018-Present

Responsibilities include working as a junior varsity and varsity assistant basketball coach, as well as a varsity softball coach.

### Easterseals NH: Youth Support Specialist October 2017-April 2018

Responsibilities included working one-on-one with students with disabilities and behavioral issues to help them be more involved in the community through vocational opportunities, volunteer opportunities, and paid employment.

### Great Brook EMS: EMT Basic Provider August 2017-Present

Responsibilities include working events, and providing inter-facility hospital transfers as an EMT.

### Bank of New Hampshire Pavilion: Hospitality Coordinator July 2016-Present

Responsibilities included working with tours to provide items for dressing rooms, shopping for tours, meeting needs of the production office.

### Boys and Girls Club of Central New Hampshire: Group Leader August 2015-June 2016

Responsibilities included facilitating activities and games, leading group meetings, helping students with homework, and participating in activities with them.

## Certifications

EMT basic & Wilderness EMT  
American Heart Association BLS/ CPR

## Awards

Outdoor Leader of the Year Award 2017

## **Gordon M. Peters, LNA**

### **Summary**

Licensed nursing assistant with experience in a long-term care environment. CPR/First Aid certified and registered with the New Hampshire Board of Nursing. Skilled in direct patient care. Cultivate strong relationships with patients to ensure optimal care. Desire to utilize nursing skills in a healthcare setting.

### **Experience**

#### **Licensed Nursing Assistant, 10/2020 – 01/08/2023**

##### **Lakes Region VNA - Meredith, New Hampshire**

- Provided Home and Hospice Based.
- Provided wound care under nursing supervision.
- Perform documentation using Matrix.
- Work with dementia patients in a home-based setting.
- Used HIPAA standards on all interactions with patients.

#### **Licensed Nursing Assistant, 01/2018 - 07/2020**

##### **Mountain View Community - Ossipee, New Hampshire**

- Provide high quality resident care as an LNA in a nursing home setting, working with individuals diagnosed with Alzheimer's disease and dementia.
- Minimize discomfort and preserve patient dignity while performing duties such as bedpan changes/toileting, helping with meals, dressing, bathing, transferring using assistive devices and taking vital signs.
- Complies with HIPAA standards in all patient documentation and interactions.

#### **Customer Service, 04/2017 to 08/2017**

##### **Coordinated Transportation Solutions – Concord, NH**

- Received non-emergency dispatching orders for clients.
  - Effectively managed a high-volume of inbound and outbound customer calls.
  - Defused volatile customer situations calmly and courteously.
-

- Managed customer calls effectively and efficiently in a complex, fast-paced and challenging call center environment.

**Outside Account Manager, 05/2013 to 08/2015**

**Bovie Screen Printing – Bow, NH**

- Sourced and developed new business leads for a state-of-the-art screen printing company  
While maintaining long term relationships with existing clients to ensure future business.

**Contractor, 02/2010 to 01/2012**

**QC Printer Software Tech, CNHES, EFI Vutek – Meredith, NH**

- Set up and operated test equipment to evaluate performance of developmental parts, assemblies, or systems under simulated operating conditions, and record results.
- Tested electrical and mechanical printer systems and prototypes.
- Collaborated with electrical engineers or other personnel to identify, define, or solve developmental problems.
- Conducted inspections for quality control and assurance tests.

**Lead Project Coordinator, 01/2007 to 02/2010**

**FedEx Office – Concord, NH**

- Managed, monitored, and facilitated all production processes, including tracking, pickup and delivery and quality check process.
- Demonstrated consultative behaviors to ensure friendly, polite, expert service to all customers.
- Managed production flow to ensure all production orders are done correctly and on time.

**Skills**

Professional bedside manner

CPR/First Aid certified

Full Vital Signs

Skin assessment

Range of motion

Patient-focused care

Dementia and Alzheimer's knowledge

Activities of daily living (ADLs)

Catheter/Ostomy care

Patient rights

**Education**

**American Red Cross - Concord, NH**

Certification of Completion: Licensed Nursing Assistant, 2017

**American Red Cross - Concord, NH**

First Aid Training: 2017

Certified Adult First Aid/CPR/AED valid 2 years



**RFA-2023-BEAS-10-HOMEH**  
 Service: In Home Care Services

Key Personnel

Name	Job Title	Yearly Salary	% Paid from this Contract	Amount Paid from this Contract
Krystin Albert	CEO	\$112,000	0%	\$0
Jillian Aucoin	Office & Private Duty Manager	\$54,549.82	27%	\$14,728.45
Jennifer Boyce	Revenue Integrity Manager	\$80,984.80	0%	\$0
Heather (Calvin) Fortin	LNA	\$37,440	50%	\$18,720.00
Amanda (Morrison) Bowler	LNA	\$37,440	50%	\$18,720.00
Jessye Gould	LNA	\$37,440	50%	\$18,720.00
Arianna Hancock	LNA	\$14,976	50%	\$7,488.00
Madison Trefethen	Homemaker	\$14,976	50%	\$7,488.00
Gordon Peters	LNA	\$37,440	50%	\$18,720.00

ARC

OCT05'22 PM 3:16 RCVD



Lori A. Silbinette  
Commissioner

Melissa A. Hardy  
Director

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

21

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-5034 1-800-852-3345 Ext. 5034  
Fax: 603-271-5166 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

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
		<b>Total:</b>	<b>\$744,552</b>

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.

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

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,



Len A. Shabinette  
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
		Subtotal		\$ 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
		Subtotal		\$ 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	\$ -		\$ -
Subtotal				\$ 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		\$69,516	\$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	Comerstone VNA	Franklin VNA & Hospice - Belknap County	Franklin VNA & Hospice - Merrimack County	Lake Sunapee	North Country Home Health & Hospice
<b>Technical</b>						
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
<b>TOTAL POINTS</b>	<b>100</b>	<b>85</b>	<b>92</b>	<b>92</b>	<b>72</b>	<b>97</b>

**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-02)

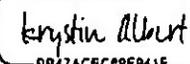
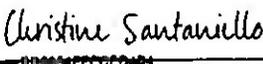
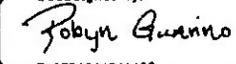
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 <small>DocuSigned by:</small>  <small>DD47ACEC89E41F...</small>		1.12 Name and Title of Contractor Signatory Krystin Albert CEO	
1.13 State Agency Signature <small>DocuSigned by:</small>  <small>DD0837FCE028...</small>		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) <small>DocuSigned by:</small> By:  On: 9/29/2022 <small>748734844941460...</small>			
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.

Contractor Initials   
Date 9/28/2022

**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 Initials

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Date 9/28/2022

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**

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**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**

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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

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

**EXHIBIT B**

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

**EXHIBIT B**

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**

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**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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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 III B In Home Services	1/2 Hour	300	\$12.00	\$ 3,600.00
Title III B Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title III B 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 III B In Home Services	1/2 Hour	300	\$12.00	\$ 3,600.00
Title III B Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title III B 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 III B In Home Services	1/2 Hour	300	\$12.00	\$ 3,600.00
Title III B Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title III B 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 III B In Home Services	1/2 Hour	300	\$12.00	\$ 3,600.00
Title III B Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title III B 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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**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](mailto: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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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](mailto: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](mailto: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.

New Hampshire Department of Health and Human Services Contractor Name: <i>Visiting Nurse Association of Franklin</i> Budget Request for: <b>FRA-2023-BEAS-10-HOMEH</b> Budget Period <i>SFY 2023</i> Indirect Cost Rate (if applicable) <i>0.00%</i>	
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)	
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$16,000</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$16,000</b>

Contractor Initials

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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 actively 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: KRISTIN 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-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: visiting Nurse Association of Franklin

9/28/2022

Date

DocuSigned by:  
  
 Name: Krystin Albert  
 Title: CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials   
 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 (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: Visiting Nurse Association of Franklin

9/28/2022

Date

DocuSigned by:  
*Kristin Albert*  
Name: Kristin Albert  
Title: CEO

Contractor Initials *KA*  
Date 9/28/2022

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: Visiting Nurse Association of Franklin

9/28/2022

Date

DocuSigned by:

Krystin Albert

Name: Krystin Albert

Title: 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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KA



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: KRISTIN ALBERT

Title: CEO

DS  
KA

Contractor Initials

9/28/2022

Date

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

Contractor Initials

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Date 9/28/2022



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

3/2014

Contractor Initials

DS  
EA

Date 9/28/2022



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

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



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.

3/2014

Contractor Initials td

Date 9/28/2022



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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

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



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.

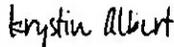
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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:  
  
 Name: Krystin Albert  
 Title: CEO

Contractor Initials   
 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.

- The UEI (SAM.gov) number for your entity is: NKQNUGK56C75
- 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:

- 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:

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

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

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Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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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

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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

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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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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

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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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