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

Lori A. Weaver
 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

April 26, 2024

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 amend existing contracts with the Contractors listed below to continue to provide In-Home Care, Home Health Aide, and Nursing services, by exercising a contract renewal option by increasing the total price limitation by \$12,051,987.36 from \$12,332,731.74 to \$24,384,719.10 and by extending the completion dates from June 30, 2024 to June 30, 2026, effective July 1, 2024, upon Governor and Council approval. 59% Federal Funds. 41% 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	\$1,259,189.74	\$1,237,459.40	\$2,496,649.14	O: 6/29/22, item #47 A1: 6/28/23, item #62
Area HomeCare Family Services, Inc. Portsmouth, NH	166931	Rockingham County	\$2,636,184.00	\$2,621,216.00	\$5,257,400.00	O: 6/29/22, item #47 A1: 6/28/23, item #62
Easter Seals New Hampshire, Inc. Manchester, NH	177204	Hillsborough (Manchester, Milford, Nashua) and Strafford Counties	\$1,567,704.00	\$1,537,689.92	\$3,105,393.92	O:6/29/22, item #47 A1: 6/28/23, item #62
Lakes Region Community Services Council Laconia, NH	177251	Belknap, Grafton and Sullivan Counties	\$1,364,856.00	\$1,232,096.00	\$2,596,952.00	O: 6/29/22, item #47 A1: 6/28/23, item #62

Visiting Nurse Home Care & Hospice of Carroll County North Conway, NH	225191	Carroll County	\$310,600.00	\$295,619.72	\$606,219.72	O: 6/29/22, item #47 A1: 6/28/23, item #62
VNA at HCS, Inc. Keene, NH	177274	Cheshire County	\$1,477,584.00	\$1,462,591.60	\$2,940,175.60	O: 6/29/22, item #47 A1: 6/28/23, item #62
Waypoint Manchester, NH	177166	Hillsborough and Merrimack Counties	\$2,902,934.00	\$2,872,983.80	\$5,775,917.80	O: 6/29/22, item #47 A1: 6/28/23, item #62
Cornerstone VNA Rochester, NH	230881	Strafford County	\$283,624.00	\$268,630.48	\$552,254.48	O: 10/19/22, item #21 A1: 6/28/23, item #62
Lake Sunapee Community Health Services New London, NH	174248	Sullivan County	\$204,532.00	\$234,816.00	\$439,348.00	O: 10/19/22, item #21 A1: 6/28/23, item #62
North Country Home Health & Hospice Agency, Inc. Littleton, NH	154643	Grafton County	\$178,272.00	\$172,948.44	\$351,220.44	O: 10/19/22, item #21 A1: 6/28/23, item #62
The Visiting Nurse Association of Franklin Franklin, NH	154177	Belknap and Merrimack Counties	\$147,252.00	\$115,936.00	\$263,188.00	O:10/19/22, item #21 A1: 6/28/23, item #62
		Total:	\$12,332,731.74	\$12,051,987.36	\$24,384,719.10	

Funds are available in the following accounts for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Year 2026, 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 continue to provide In-Home Care, Home Health Aide, and Nursing services statewide to support older, isolated 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.

The in-home services provided by the Contractors are:

- In-Home Care services: Older Americans Act 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.

Approximately 3,320 individuals will be served during State Fiscal Years 2025 and 2026.

The Department will monitor services by reviewing quarterly reports submitted by the Contractors and by conducting site/desk reviews, as necessary by the Department.

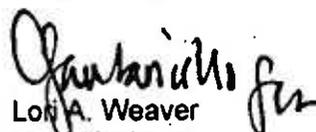
As referenced in Exhibit A of the original agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the four (4) years available.

Should the Governor and Executive Council not authorize this request, the Department will be unable to provide these services that support older, isolated adults, and adults who have chronic illness or disability with living independently and safely as possible.

Source of Federal Funds: Assistance Listing Number #93.044, FAIN #2201NHOASS & 2301NH0ASS; Assistance Listing Number #93.667, FAIN #2101NHSOSR; Assistance Listing Number #93.044, FAIN 2101NHSSC; 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
Commissioner

06-95-48-461010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY- ADULT SERVICES, GRANTS FOR SOCIAL SVC PRDG, 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	\$0.00	\$103,890.22
2024	540-500382	SS Contracts	multiple	\$103,890.22	\$0.00	\$103,890.22
2025	540-500382	SS Contracts	multiple	\$0.00	\$103,929.70	\$103,929.70
2026	540-500382	SS Contracts	multiple	\$0.00	\$103,929.70	\$103,929.70
		Subtotal		\$207,780.44	\$207,859.40	\$415,639.84

Area Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	\$70,584.00	\$0.00	\$70,584.00
2024	540-500382	SS Contracts	multiple	\$70,584.00	\$0.00	\$70,584.00
2025	540-500382	SS Contracts	multiple	\$0.00	\$70,592.00	\$70,592.00
2026	540-500382	SS Contracts	multiple	\$0.00	\$70,592.00	\$70,592.00
		Subtotal		\$141,168.00	\$141,184.00	\$282,352.00

Cornerstone

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	\$8,272.00	\$0.00	\$8,272.00
2024	540-500382	SS Contracts	multiple	\$8,272.00	\$0.00	\$8,272.00
2025	540-500382	SS Contracts	multiple	\$0.00	\$8,267.24	\$8,267.24
2026	540-500382	SS Contracts	multiple	\$0.00	\$8,267.24	\$8,267.24
		Subtotal		\$12,544.00	\$12,534.48	\$25,078.48

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	\$0.00	\$66,516.00
2024	540-500382	SS Contracts	multiple	\$66,516.00	\$0.00	\$66,516.00
2025	540-500382	SS Contracts	multiple	\$0.00	\$66,508.96	\$66,508.96
2026	540-500382	SS Contracts	multiple	\$0.00	\$66,508.96	\$66,508.96
		Subtotal		\$133,032.00	\$133,017.92	\$266,049.92

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	\$0.00	\$7,200.00
2024	540-500382	SS Contracts	multiple	\$7,200.00	\$0.00	\$7,200.00
2025	540-500382	SS Contracts	multiple	\$0.00	\$7,200.00	\$7,200.00
2026	540-500382	SS Contracts	multiple	\$0.00	\$7,200.00	\$7,200.00
		Subtotal		\$14,400.00	\$14,400.00	\$28,800.00

Lake Region

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	\$90,458.00	\$0.00	\$90,458.00
2024	540-500382	SS Contracts	multiple	\$90,458.00	\$0.00	\$90,458.00
2025	540-500382	SS Contracts	multiple	\$0.00	\$90,464.00	\$90,464.00
2026	540-500382	SS Contracts	multiple	\$0.00	\$90,464.00	\$90,464.00
		Subtotal		\$180,912.00	\$180,928.00	\$361,840.00

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	\$0.00	\$33,384.00
2024	540-500382	SS Contracts	multiple	\$33,384.00	\$0.00	\$33,384.00
2025	540-500382	SS Contracts	multiple	\$0.00	\$33,392.00	\$33,392.00
2026	540-500382	SS Contracts	multiple	\$0.00	\$33,392.00	\$33,392.00
		Subtotal		\$66,768.00	\$66,784.00	\$133,552.00

North Country HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
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2023	540-500382	SS Contracts	multiple	\$76,532.00	\$0.00	\$76,532.00
2024	540-500382	SS Contracts	multiple	\$76,532.00	\$0.00	\$76,532.00
2025	540-500382	SS Contracts	multiple	\$0.00	\$76,522.22	\$76,522.22
2026	540-500382	SS Contracts	multiple	\$0.00	\$76,522.22	\$76,522.22
		Subtotal		\$153,064.00	\$153,044.44	\$306,108.44

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	\$0.00	\$39,800.00
2024	540-500382	SS Contracts	multiple	\$39,800.00	\$0.00	\$39,800.00
2025	540-500382	SS Contracts	multiple	\$0.00	\$39,809.88	\$39,809.88
2026	540-500382	SS Contracts	multiple	\$0.00	\$39,809.88	\$39,809.88
		Subtotal		\$79,600.00	\$79,619.72	\$159,219.72

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	\$0.00	\$16,548.00
2024	540-500382	SS Contracts	multiple	\$16,548.00	\$0.00	\$16,548.00
2025	540-500382	SS Contracts	multiple	\$0.00	\$16,543.80	\$16,543.80
2026	540-500382	SS Contracts	multiple	\$0.00	\$16,543.80	\$16,543.80
		Subtotal		\$33,096.00	\$33,087.60	\$66,183.60

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	\$0.00	\$239,515.00
2024	540-500382	SS Contracts	multiple	\$239,515.00	\$0.00	\$239,515.00
2025	540-500382	SS Contracts	multiple	\$0.00	\$239,531.90	\$239,531.90
2026	540-500382	SS Contracts	multiple	\$0.00	\$239,531.90	\$239,531.90
		Subtotal		\$479,030.00	\$479,063.80	\$958,093.80
		Total		\$1,601,394.44	\$1,601,623.36	\$3,002,917.80

06-96-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY- ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, 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	\$0.00	\$514,800.00
2024	543-500385	Adult In Home Care	48130098	\$514,800.00	\$0.00	\$514,800.00
2025	543-500385	Adult In Home Care	48130098	\$0.00	\$514,800.00	\$514,800.00
2026	543-500385	Adult In Home Care	48130098	\$0.00	\$514,800.00	\$514,800.00
		Subtotal		\$1,029,600.00	\$1,029,600.00	\$2,059,200.00

Area Home Care

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	\$0.00	\$1,240,008.00
2024	543-500385	Adult In Home Care	48130098	\$1,240,008.00	\$0.00	\$1,240,008.00
2025	543-500385	Adult In Home Care	48130098	\$0.00	\$1,240,016.00	\$1,240,016.00
2026	543-500385	Adult In Home Care	48130098	\$0.00	\$1,240,016.00	\$1,240,016.00
		Subtotal		\$2,480,016.00	\$2,480,032.00	\$4,960,048.00

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	\$0.00	\$128,040.00
2024	543-500385	Adult In Home Care	48130098	\$128,040.00	\$0.00	\$128,040.00
2025	543-500385	Adult In Home Care	48130098	\$0.00	\$128,048.00	\$128,048.00
2026	543-500385	Adult In Home Care	48130098	\$0.00	\$128,048.00	\$128,048.00
		Subtotal		\$256,080.00	\$256,096.00	\$512,176.00

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	\$0.00	\$702,336.00
2024	543-500385	Adult In Home Care	48130098	\$702,336.00	\$0.00	\$702,336.00
2025	543-500385	Adult In Home Care	48130098	\$0.00	\$702,336.00	\$702,336.00
2026	543-500385	Adult In Home Care	48130098	\$0.00	\$702,336.00	\$702,336.00
		Subtotal		\$1,404,672.00	\$1,404,672.00	\$2,809,344.00

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	\$50,780.00	\$0.00	\$50,780.00
2024	543-500385	Adult In Home Care	48130098	\$50,780.00	\$0.00	\$50,780.00
2025	543-500385	Adult In Home Care	48130098	\$0.00	\$50,788.00	\$50,788.00
2026	543-500385	Adult In Home Care	48130098	\$0.00	\$50,788.00	\$50,788.00
		Subtotal:		\$101,520.00	\$101,536.00	\$203,056.00

Lake 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	\$0.00	\$569,472.00
2024	543-500385	Adult In Home Care	48130098	\$569,472.00	\$0.00	\$569,472.00
2025	543-500385	Adult In Home Care	48130098	\$0.00	\$525,584.00	\$525,584.00
2026	543-500385	Adult In Home Care	48130098	\$0.00	\$525,584.00	\$525,584.00
		Subtotal:		\$1,138,944.00	\$1,051,168.00	\$2,190,112.00

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	\$0.00	\$48,132.00
2024	543-500385	Adult In Home Care	48130098	\$48,132.00	\$0.00	\$48,132.00
2025	543-500385	Adult In Home Care	48130098	\$0.00	\$84,018.00	\$84,018.00
2026	543-500385	Adult In Home Care	48130098	\$0.00	\$84,018.00	\$84,018.00
		Subtotal:		\$96,264.00	\$168,032.00	\$264,296.00

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	\$0.00	\$1,956.00
2024	543-500385	Adult In Home Care	48130098	\$1,956.00	\$0.00	\$1,956.00
2025	543-500385	Adult In Home Care	48130098	\$0.00	\$9,952.00	\$9,952.00
2026	543-500385	Adult In Home Care	48130098	\$0.00	\$9,952.00	\$9,952.00
		Subtotal:		\$3,912.00	\$19,904.00	\$23,816.00

Visiting Nurse

HCH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	multiple	\$108,000.00	\$0.00	\$108,000.00
2024	543-500385	Adult In Home Care	48130098	\$108,000.00	\$0.00	\$108,000.00
2025	543-500385	Adult In Home Care	48130098	\$0.00	\$108,000.00	\$108,000.00
2026	543-500385	Adult In Home Care	48130098	\$0.00	\$108,000.00	\$108,000.00
		Subtotal:		\$216,000.00	\$216,000.00	\$432,000.00

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	\$0.00	\$714,744.00
2024	543-500385	Adult In Home Care	48130098	\$714,744.00	\$0.00	\$714,744.00
2025	543-500385	Adult In Home Care	48130098	\$0.00	\$714,752.00	\$714,752.00
2026	543-500385	Adult In Home Care	48130098	\$0.00	\$714,752.00	\$714,752.00
		Subtotal:		\$1,429,488.00	\$1,429,504.00	\$2,858,992.00

Waypoint

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2023	540-500382	SS Contracts	48130098	\$1,198,952.00	\$0.00	\$1,198,952.00
2024	543-500385	Adult In Home Care	48130098	\$1,198,952.00	\$0.00	\$1,198,952.00
2025	543-500385	Adult In Home Care	48130098	\$0.00	\$1,198,960.00	\$1,198,960.00
2026	543-500385	Adult In Home Care	48130098	\$0.00	\$1,198,960.00	\$1,198,960.00
		Subtotal:		\$2,397,904.00	\$2,397,920.00	\$4,787,824.00
		Total:		\$10,650,400.00	\$10,550,464.00	\$21,100,864.00

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY- ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, 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
2024	540-500382	SS Contracts	48130819	\$15,000.00	\$0.00	\$15,000.00

		Subtotal		\$15,000.00	\$0.00	\$15,000.00
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Area Home Care

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	540-500382	SS Contracts	48130619	\$15,000.00	\$0.00	\$15,000.00
		Subtotal		\$15,000.00	\$0.00	\$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	\$0.00	\$8,000.00
2024	540-500382	SS Contracts	48130619	\$7,000.00	\$0.00	\$7,000.00
		Subtotal		\$15,000.00	\$0.00	\$15,000.00

Easter Seals

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	540-500382	SS Contracts	48130619	\$30,000.00	\$0.00	\$30,000.00
		Subtotal		\$30,000.00	\$0.00	\$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	\$0.00	\$16,000.00
2024	540-500382	SS Contracts	48130619	\$14,000.00	\$0.00	\$14,000.00
		Subtotal		\$30,000.00	\$0.00	\$30,000.00

Lake Region

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	540-500382	SS Contracts	48130619	\$45,000.00	\$0.00	\$45,000.00
		Subtotal		\$45,000.00	\$0.00	\$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	\$0.00	\$8,000.00
2024	540-500382	SS Contracts	48130619	\$7,000.00	\$0.00	\$7,000.00
		Subtotal		\$15,000.00	\$0.00	\$15,000.00

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	\$0.00	\$8,000.00
2024	540-500382	SS Contracts	48130619	\$7,000.00	\$0.00	\$7,000.00
		Subtotal		\$15,000.00	\$0.00	\$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	\$0.00	\$0.00	\$0.00
2024	540-500382	SS Contracts	48130619	\$15,000.00	\$0.00	\$15,000.00
		Subtotal		\$15,000.00	\$0.00	\$15,000.00

VNA at HCS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	540-500382	SS Contracts	48130619	\$15,000.00	\$0.00	\$15,000.00
		Subtotal		\$15,000.00	\$0.00	\$15,000.00

Waypoint

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	540-500382	SS Contracts	48130619	\$30,000.00	\$0.00	\$30,000.00
		Subtotal		\$30,000.00	\$0.00	\$30,000.00
		Total		\$240,000.00	\$0.00	\$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
2024	102-500731	Contracts for Program Svs	93009020	\$6,809.30	\$0.00	\$6,809.30
		Subtotal		\$6,809.30	\$0.00	\$6,809.30

Franklin VNA

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	102-500731	Contracts for Program Svs	93009020	\$1,332.00	\$0.00	\$1,332.00
		Subtotal		\$1,332.00	\$0.00	\$1,332.00

Lake Sunapee

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	102-500731	Contracts for Program Svs	93009020	\$26,500.00	\$0.00	\$26,500.00
		Subtotal		\$26,500.00	\$0.00	\$26,500.00

North Country
HHH

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Budget
2024	102-500731	Contracts for Program Svs	93009020	\$6,296.00	\$0.00	\$6,296.00
		Subtotal		\$6,296.00	\$0.00	\$6,296.00
		Total		\$40,937.30	\$0.00	\$40,937.30

		Grand Total		\$12,332,731.74	\$12,051,987.36	\$24,384,719.10
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**State of New Hampshire
Department of Health and Human Services
Amendment #2**

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), as amended on June 28, 2023 (Item #62), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,496,649.14
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 58.59% Federal funds:
 - 1.1.1. 8.32% 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, ALN 93.044, FAIN 2201NHOASS and 2301NHOASS;
 - 1.1.2. 49.49% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, ALN 93.667, FAIN 2101NHSOSR;
 - 1.1.3. .51% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supporting Services, ALN 93.044, FAIN 2101NHSSC6; and
 - 1.1.4. .27% Enhanced FMAP-ARP, as awarded by Centers for Medicare & Medicaid Services.
 - 1.2. 41.41% General funds.
4. Modify Exhibit C, Payment Terms, Section 3, lead in paragraph only, to read:
 3. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-1, Amendment #2, Rate Sheet.
5. Modify Exhibit C-1, Amendment #1, Rate Sheet, by replacing it in its entirety with Exhibit C-1, Amendment #2, Rate Sheet, which is attached hereto and incorporated by reference herein.

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

OFFICE OF THE ATTORNEY GENERAL

4/30/2024

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-1, Amendment #2, Rate Sheet

Adult In-Home Care - 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
	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

7/01/2024 through 06/30/2025 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	32,175	\$16.00	\$514,800.00
Title IIIB In Home Services	1/2 Hour	3,750	\$16.00	\$60,000.00
Title IIIB Home Health Aide	1/2 Hour	2,315	\$16.58	\$38,382.70
Title IIIB Nursing	1/2 Hour	186	\$64.50	\$5,547.00
	Subtotal	38,326		\$618,729.70

7/01/2025 through 06/30/2026 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	32,175	\$16.00	\$514,800.00
Title IIIB In Home Services	1/2 Hour	3,750	\$16.00	\$60,000.00
Title IIIB Home Health Aide	1/2 Hour	2,315	\$16.58	\$38,382.70
Title IIIB Nursing	1/2 Hour	186	\$64.50	\$5,547.00
	Subtotal	38,326		\$618,729.70
	Overall Total	178,166		\$2,481,849.14

Androscoggin Valley Home Care Services
 RFA-2023-BEAS-06-HOMED-01-A02
 Exhibit C-1, Amendment #2, Rate Sheet

081
 MS

Contractor Initials: _____
 Date: 4/24/2024

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 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: 0006320420



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed,

the Seal of the State of New Hampshire,

this 13th day of September A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular embossed seal.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

* Launie A 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)

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 16, 2024 at which a quorum of the Directors/shareholders were present and voting:
(Date)

VOTED: That Louise Valliere, Board President and/or Margo Sullivan, Exec. Dir.
(Name and Title of Contract Signatory) (may list more than one person)

is duly authorized on behalf of Androscoggin Valley Home Care 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: 4/17/2024

* Launie A Bryant
Signature of Elected Officer
* Name: Launie A Bryant
* Title: Vice President

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 is dedicated to the integrity and wellbeing 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 for them.

ANDROSCOGGIN VALLEY HOME CARE SERVICES

Financial Statements

June 30, 2023 and 2022

and

Independent Auditor's Report

ANDROSCOGGIN VALLEY HOME CARE SERVICES

FINANCIAL STATEMENTS

June 30, 2023 and 2022

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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, 2023 and 2022, 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 June 30, 2023 and 2022, 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

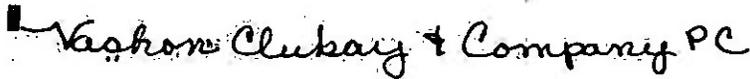
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance 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.

 Washon Clukay & Company PC

Manchester, New Hampshire
December 13, 2023

ANDROSCOGGIN VALLEY HOME CARE SERVICES.
STATEMENTS OF FINANCIAL POSITION
June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 154,792	\$ 495,426
Investments	189,923	
Accounts receivable	73,320	89,652
Prepaid expenses	9,625	6,178
TOTAL CURRENT ASSETS	<u>427,660</u>	<u>591,256</u>
NONCURRENT ASSETS:		
Land	15,000	15,000
Building and improvements	229,603	229,603
Equipment	71,750	71,750
Furniture and fixtures	28,894	28,894
	<u>345,247</u>	<u>345,247</u>
Less accumulated depreciation	285,053	275,512
Property and equipment-net	60,194	69,735
Investment in North Country Consortium	128	128
TOTAL NONCURRENT ASSETS	<u>60,322</u>	<u>69,863</u>
TOTAL ASSETS	<u>\$ 487,982</u>	<u>\$ 661,119</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 1,487	\$ 491
Accrued expenses	17,433	19,053
Advances from grantors		61,228
TOTAL CURRENT LIABILITIES	<u>18,920</u>	<u>80,772</u>
NONCURRENT LIABILITIES:		
TOTAL NONCURRENT LIABILITIES	<u></u>	<u></u>
TOTAL LIABILITIES	<u>18,920</u>	<u>80,772</u>
NET ASSETS:		
Without donor restrictions:		
Undesignated	406,398	484,539
Board reserve for building improvements		24,020
Board reserve for client financial assistance	62,664	48,341
With donor restrictions:		
Purpose restrictions		23,447
TOTAL NET ASSETS	<u>469,062</u>	<u>580,347</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 487,982</u>	<u>\$ 661,119</u>

See notes to financial statements

ANDROSCOGGIN VALLEY HOME CARE SERVICES
STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
REVENUE AND SUPPORT		
Fees and grants from governmental agencies	\$ 798,460	\$ 814,359
Charges for services	42,715	70,105
Contributions	30,406	48,562
Contributed professional services	2,080	2,000
Other	2,501	10,002
Town of Gorham contribution	15,535	7,446
City of Berlin contribution	10,000	10,000
United Way	223	345
Net assets released from donor restrictions	<u>23,447</u>	<u> </u>
TOTAL REVENUE AND SUPPORT WITHOUT DONOR RESTRICTIONS	<u>925,367</u>	<u>962,819</u>
EXPENSES		
Program Services:		
Homemaker	520,366	435,627
Health Aide	115,934	138,203
Home Community Based Care	<u>121,975</u>	<u>137,523</u>
Total Program Services	758,275	711,353
Supporting Services:		
Management and general	<u>254,930</u>	<u>249,676</u>
Total Support Services	<u>254,930</u>	<u>249,676</u>
TOTAL EXPENSES	<u>1,013,205</u>	<u>961,029</u>
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>(87,838)</u>	<u>1,790</u>
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
Grants		23,447
Net assets released from donor restrictions	<u>(23,447)</u>	<u> </u>
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	<u>(23,447)</u>	<u>23,447</u>
CHANGE IN NET ASSETS	(111,285)	25,237
NET ASSETS, July 1	<u>580,347</u>	<u>555,110</u>
NET ASSETS, June 30	<u><u>\$ 469,062</u></u>	<u><u>\$ 580,347</u></u>

See notes to financial statements

ANDROSCOGGIN VALLEY HOME CARE SERVICES
STATEMENTS OF FUNCTIONAL EXPENSES
For the Years Ended June 30, 2023 and 2022

For the Year Ended June 30, 2023

	Program Services			Total Program Services	Supporting -Services	Total Expenses
	Homemaker	Health Aide	Home Community Based Care		Management and General	
Salaries and wages	\$ 421,519	\$ 88,347	\$ 92,746	\$ 602,612	\$ 146,424	\$ 749,036
Payroll taxes	27,540	5,729	7,092	40,361	12,705	53,066
Insurance	17,857	4,954	6,008	28,819	-	28,819
Dues and memberships	1,041	647	452	2,140	737	2,877
Marketing	-	-	-	-	6,592	6,592
Employee benefits	-	-	-	-	33,526	33,526
Miscellaneous	-	-	-	-	4,165	4,165
Office	-	-	-	-	30,506	30,506
Occupancy	2,862	1,049	916	4,827	7,510	12,337
Professional fees	7,837	3,058	2,970	13,865	1,366	15,231
Supplies	3,224	1,254	1,249	5,727	-	5,727
Telephone	1,915	777	651	3,343	-	3,343
Training	2,657	13	15	2,685	-	2,685
Travel	27,473	7,540	8,402	43,415	347	43,762
Employer required expenses	429	258	111	798	537	1,335
Postage	2,004	843	789	3,636	564	4,200
State unemployment taxes	4,008	1,465	574	6,047	410	6,457
Depreciation	-	-	-	-	9,541	9,541
	<u>\$ 520,366</u>	<u>\$ 115,934</u>	<u>\$ 121,975</u>	<u>\$ 758,275</u>	<u>\$ 254,930</u>	<u>\$ 1,013,205</u>

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	\$ 339,331	\$ 104,768	\$ 106,429	\$ 550,528	\$ 137,917	\$ 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	1,754	18	13	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>\$ 435,627</u>	<u>\$ 138,203</u>	<u>\$ 137,523</u>	<u>\$ 711,353</u>	<u>\$ 249,676</u>	<u>\$ 961,029</u>

See notes to financial statements

ANDROSCOGGIN VALLEY HOME CARE SERVICES
STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Cash Flows From Operating Activities:		
Cash received from clients and third-party reimbursements	\$ 789,873	\$ 997,290
Cash received from local governments and contributors	62,347	67,269
Cash received from United Way	223	345
Interest income	2,365	533
Other receipts	136	9,469
Cash paid to employees	(747,994)	(683,350)
Cash paid to suppliers	<u>(257,661)</u>	<u>(261,455)</u>
Net Cash Provided (Used) by Operating Activities	<u>(150,711)</u>	<u>130,101</u>
Cash Flows From Investing Activities:		
Purchases of Investments	<u>(189,923)</u>	<u>-</u>
Net Cash Used for Investing Activities	<u>(189,923)</u>	<u>-</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(340,634)	130,101
Cash and cash equivalents, at beginning of year	<u>495,426</u>	<u>365,325</u>
Cash and cash equivalents, at end of year	<u>\$ 154,792</u>	<u>\$ 495,426</u>

See notes to financial statements

ANDROSCOGGIN VALLEY HOME CARE SERVICES
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2023 and 2022

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, 2023 and 2022**

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 money market mutual funds and 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, 2023, deposits with financial institutions were fully insured. 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, 2023 and 2022**

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 year ended June 30, 2023, the Organization allocated indirect expenses for Homemaker, Health Aid, and Home Community Based Care at rates of 63%, 20% and 17%, respectively. During the year ended June 30, 2022, the Organization allocated indirect expenses for Homemaker, Health Aid, and Home Community Based Care at rates of 56%, 19% and 25%, respectively.

**ANDROSCOGGIN VALLEY HOME CARE SERVICES
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2023 and 2022**

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, 2023 and 2022.

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, 2023 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.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

NOTE 2—ADOPTION OF ACCOUNTING STANDARDS

In February 2016, the Financial Accounting Standards Board (FASB) issued guidance (Accounting Standards Codification [ASC] 842, *Leases*) to increase transparency and comparability among organizations by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the balance sheet. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and

**ANDROSCOGGIN VALLEY HOME CARE SERVICES
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2023 and 2022**

uncertainty of cash flows arising from leases. The Organization may, from time to time, enter into various agreements as lessee for use of equipment. Management has evaluated its lease agreements and determined that the effect of implementing ASC 842 related to such agreements is immaterial to the financial statements.

NOTE 3—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, 2023 and 2022, 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.

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

	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 154,792	\$ 495,426
Investments	189,923	
Accounts receivable	<u>73,320</u>	<u>89,652</u>
Total Financial Assets	418,035	585,078
Less:		
Net assets with donor restrictions		(23,447)
Board designated reserves	<u>(62,664)</u>	<u>(72,361)</u>
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<u>\$ 355,371</u>	<u>\$ 489,270</u>

NOTE 4—INVESTMENTS

Fair Value Measurements

The Organization reports under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820) which establishes 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). The three levels of the fair value hierarchy are described below.

Level 1: Inputs to the valuation methodology are unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date.

**ANDROSCOGGIN VALLEY HOME CARE SERVICES
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2023 and 2022**

Level 2: Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities that are not active;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs at the closing price reported on the active market on which the individual securities are traded.

Following is a description of the valuation methodologies used for assets measured at fair value.

Certificates of Deposit: Valued at acquisition cost which approximates fair value.

Money market mutual Funds: Valued at closing price reported on the active market on which the individual securities are traded.

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 the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables set forth by level, within the fair value hierarchy, the Organization's assets at fair value:

Assets at Fair Value as of June 30, 2023

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Certificates of deposit		\$ 116,739		\$ 116,739
Money market mutual funds	\$ 73,184			73,184
Total assets at fair value	<u>\$ 73,184</u>	<u>\$ 116,739</u>	<u>\$ -</u>	<u>\$ 189,923</u>

**ANDROSCOGGIN VALLEY HOME CARE SERVICES
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2023 and 2022**

NOTE 5—ECONOMIC DEPENDENCE

The Organization's primary source of revenues are fees and grants received from the State of New Hampshire and Medicaid reimbursements of \$742,468, and \$771,780, for the years ended June 30, 2023 and 2022, respectively. Revenue is recognized as conditions are met under the terms of the contract on a units of service basis. As of June 30, 2023, 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 6—ACCRUED EXPENSES

Accrued expenses consist of the following at June 30:

	<u>2023</u>	<u>2022</u>
Accrued vacation	\$ 17,379	\$ 16,337
Other	54	2,716
	<u>\$ 17,433</u>	<u>\$ 19,053</u>

NOTE 7—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.

NOTE 8—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, 2023 and 2022:

	<u>Receivables</u>	<u>Contract Assets</u>	<u>Contract Liabilities</u>
June 30, 2023	\$ 1,474	\$ -	\$ -
June 30, 2022	\$ 2,804	\$ -	\$ -
June 30, 2021	\$ 10,552	\$ -	\$ -

NOTE 9—RETIREMENT PLAN

The Organization offers a defined contribution retirement program (Simple IRA plan) to its employees. The Organization contributes up to 3% of employee wages, for employees enrolled in the plan. Pension plan expenses for the years ended June 30, 2023 and 2022 were \$13,567 and \$11,618, respectively.

NOTE 10—IN-KIND SERVICES

The Organization received \$2,080 and \$2,000 for in-kind services for professional services for the years ended June 30, 2023 and 2022, respectively. Expenses associated with these contributed services have been classified as Professional fees and allocated on the same basis as similar expenses within the statement of functional expenses.

**ANDROSCOGGIN VALLEY HOME CARE SERVICES
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2023 and 2022**

NOTE 11—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 12—SUBSEQUENT EVENTS

Subsequent events have been evaluated through December 13, 2023 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

August-November 2019
Littleton NH

Public Health Coordinator
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
Littleton, NH

Integrated Delivery Network QI Coach
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 trainings and meetings for statewide regional CTI partners and Region 7 CTI Mini Learning Collaborative.

September 2016-December 2018
Littleton, NH

TCPI Practice Facilitator
North Country Health Consortium

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

2001-2016
Berlin, NH

Executive Director

A.V. Home Care Services

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 nursing setting, functioning as unit charge nurse as assigned on 44 bed medical/surgical/infectious disease unit. Trained a

Education

1974-1979 University of New Hampshire Bachelor of Science, Nursing
Durham, NH Minor, English Literature

1970-1974 Berlin High School High School Diploma
Berlin, NH

Summer 1973 Phillips Exeter Academy
Advanced Study: Logic, Anatomy and 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 QuickBooks 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

References

DONALD NOYES, OWNER DON NOYES CHEVROLET, COLEBROOK NH (603)723-6284

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

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

MICHELLE LIBBY



OBJECTIVE

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

- Extremely organized
- Data Entry
- Conflict Resolution

EXPERIENCE

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

Susan Kelley, Registered Nurse

Education:

Sacred Heart School of Nursing, Manchester, NH Graduated 1975

Professional Experience

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

Interm Health Care 1998-2008 (Registered Nurse)

Cococ 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

Lauren M Cosgrove

Work Experience

RN Staff Nurse

Morrison Nursing Home - Whitefield, NH
January 2023 to Present

Primary nurse on A wing, dementia floor.

RN Clinical Assessor

Choices for Independence (CFI) for State of New Hampshire and Medicaid
December 2021 to Present

Nursing assessment for eligibility for Choices for Independence (CFI) for State of New Hampshire and Medicaid

RN Staff Nurse

Lafayette Nursing Center Franconia - Franconia, NH
May 2022 to July 2022

Travel RN staff nurse. Performed nursing care for short-term and long-term floor including (but not limited to) medication administration, ordering and proper disposal; wound care - monitoring/skin assessment, cleansing and dressing changes; Assessment of VS, all systems and cognitive function related to diagnosis; Diabetic management - blood sugar levels, signs/symptoms hyper/hypoglycemia; Insulin administration per sliding scale/as ordered; Obtaining MD orders as needed; EMR system; Weekly skilled assessments per protocol; LNA supervision.

Pediatric Home Health RN

Maxim Healthcare Group - Manchester, NH
June 2021 to December 2021

Pediatric RN

Premie

Vent and trach dependent

GT dependent/NPO

Inline suction prn

Overall care and development

Travel RN

Calédonia Home Health and Hospice - Saint Johnsbury, VT
December 2019 to May 2021

Travel RN/Adult Home Healthcare Skilled Visits

Patient assessment/care

Wound care/Wound Vac

PICC line

PleurX Drainage System

GT/Enteral feeds

Catheterization

Colostomy

Medication reconciliation/administer/order/set up

Administer Flu vaccine

Phlebotomy

Oasis/POC

Education and support to patient/family

Work/POC with interdisciplinary professionals

• Worked directly with physicians, social workers, pharmacists, patient and physicians, therapists and agency professionals

• Collected and interpreted patient data

• Administered medication and treatments

• Delivered patient/family education

• Facilitated the plan of care

• Formulated and evaluated health care plans

• Admit patients

RN Pediatric Block Time-Chronically III

Commonwealth Clinical Services, Winthrop, MA

August 2017 to December 2019

Patient assessment/Total care

485/patient clinical summary

GT/Enteral feeds

Skin/Wound care

Respiratory therapy/CPT

Medication administration/reconciliation

Education and Support of family

• Worked directly with physicians, social workers, pharmacists, patient and physicians, therapists and agency coordinators

• Collected and interpreted patient data

• Administered medication and treatments

• Delivered patient education

• Facilitated the plan of care

• Formulated and evaluated health care plans

RN Pediatric Block Time/Chronically III

Northeast Arc, Danvers, MA

March 2004 to December 2019

Job Specifications

RN Block Time-Home Care Pediatric/Skilled Visits Adult

Case Management/485/Patient clinical summary

Patient assessment/Total care

GT/Enteral feeds
Skin/Wound care
Catheterization
Respiratory therapy/CPT
Medication administration/reconciliation
Education and Support of family

- Worked and managed monthly schedule, hiring and training of nurses for family of two chronically ill children for eighteen years.
- Worked directly with physicians, social workers, pharmacists, patient and physicians, therapists and agency coordinators
- Provided nursing care for up to 3 patients per shift
- Collected and interpreted patient data
- Administered medication and treatments
- Delivered patient education
- Facilitated the plan of care
- Formulated and evaluated health care plans

RN Pediatrics Block Time Chronically Ill

Patient assessment/Total care
March 1997 to March 2004

485/Patient clinical summary
Patient assessment/Total care
GT/Enteral feeds
Skin/Wound care
Respiratory therapy/CPT
Medication administration/reconciliation
Education and Support of family

RN Staff Nurse

Sub-acute Unit - Wilmington, MA
September 1996 to May 1997

Job Specifications:

Sub-acute Unit- 58 bed unit

Patient Assessment/Care

Medication Administration/IV Therapy/TPN

Skin/Wound Care

Education/Support to patient/family

Medication ordering

- Worked directly with physicians, patient and physicians, therapists and pharmacists
- Collected and interpreted patient data
- Facilitated the plan of care
- Administered medication and treatments

Primary Charge Nurse/RN/Geriatric/Psychiatric

Simmons Nursing Home, Inc. Billerica, MA
August 1995 to August 1996

Job Specifications:

Geriatric and Psychiatric Nursing Home.
Primary Charge RN/Supervision of staff/Scheduling
Patient Assessment/Care
Medication Administration
Diabetic Assessment & Insulin administration
Respiratory Assessment/Care
Phlebotomy
Skin/Wound Care

Education

Diploma in Nursing In Nursing

Lawrence Memorial School of Nursing/Regis College - Medford, MA
September 1992 to June 1995

Nursing Licenses

RN

Expires: January 2025

State: NH

Skills

- Home Health
- RN
- Staff Nurse
- Primary Care Experience
- English
- Nursing
- Medication Administration
- Vital Signs (10+ years)
- Home care
- EMR Systems
- Patient monitoring
- Phlebotomy
- Supervising Experience
- Discharge planning
- Laboratory Experience
- Patient Care
- Travel nursing
- Pediatrics
- Tube feeding

- Care plans
- Acute care

Certifications and Licenses

RN

BLS Certification

CPR Certification

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Androscoggin Valley Home Care Services

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Margo Sullivan	Executive Director	\$8,821,094.00	\$72,108.00
Barbara Patry	Finance Director	\$7,641.27	\$62,478.00
Michelle Libby	Client Services Coordinator	\$18,895.00	\$42,900.00
Susan Kelley	RN Supervisor	\$8,992.00	\$15,300.00
Lauren Cosgrove	RN Supervisor	\$21,000.00	\$42,370.00
		\$0.00	\$0.00

GAC

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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

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 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	\$1,637,704	\$30,000	\$1,567,704	O: 6/29/22, Item #47
Lakes Region Community Services Council (Laconia, NH)	177251	Belknap, Grafton and Sullivan Counties	\$1,318,856	\$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	\$285,600	\$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	\$278,624	\$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)	154843	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
		Total:	\$12,091,794.44	\$240,937.30	\$12,332,731.74	

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 III-B, 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 III-B-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title III-B-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 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.

DS
MS

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

Name: Melissa Hardy

Title: Director, DLTSS

Androscoggin Valley Home Care Services

DocuSigned by:

Margo Sullivan

Name: Margo Sullivan

Title: Executive Director

6/9/2023

Date

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

OFFICE OF THE ATTORNEY GENERAL

6/12/2023

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:

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 III B In Home Services	1/2 Hour	5,000	\$12.00	\$60,000.00
Title III B Home Health Aide	1/2 Hour	2,399	\$16.00	\$38,384.00
Title III B 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 III B In Home Services	1/2 Hour	5,000	\$12.00	\$60,000.00
Title III B Home Health Aide	1/2 Hour	2,399	\$16.00	\$38,384.00
Title III B 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: MS

Date: 6/9/2023

New Hampshire Department of Health and Human Services 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
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$15,000
Total Indirect Costs	
TOTAL	\$15,000

Contractor Initials MS
 Date 6/9/2023



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MAC

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

Lori A. Shibleette
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
		Total:	\$11,347,242.44

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.

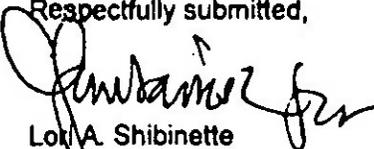
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties,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

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

Project ID # RFA-2023-BEAS-06-HOMEN
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 - Bethnap	Lakes Region Community Services - Grafton	Lakes Region Community Services - Sullivan	Visiting Nurse Home Care & Hospice	Waypoint- Hillsborough	Waypoint- Merrimack
Technical												
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
TOTAL POINTS	100	91	89	87	87	83	62	62	62	58	99	99

<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 & 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-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 Androscoggin Valley Home Care Services		1.4 Contractor Address 795 Main Street Berlin, NH 03570	
1.5 Contractor Phone Number 603-752-7505	1.6 Account Number 05-95-48-481010-7872; 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 <i>Margo Sullivan</i> Date: 6/8/22		1.12 Name and Title of Contractor Signatory Margo Sullivan	
1.13 State Agency Signature DocuSigned by: <i>Christine Santaniello</i> 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: <i>Robin Aquino</i> On: 6/10/2022			
1.17 Approval by the Governor and Executive Council (if applicable) Q&C Item number: _____ Q&C Meeting Date: _____			

MS
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, and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, 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 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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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. 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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- 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.

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- 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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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.

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- 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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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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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.

JMO
6/8/22

**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 or mailed to:

Financial Manager
Department of Health and Human Services
105 Pleasant Street

AW
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 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 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.

hmo
6/8/22

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

EXHIBIT C

- 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.

MS
6/8/22

Exhibit C-1 Rate Sheet

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

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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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6/8/22



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-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:

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

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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

Margaret Sullivan
Name: Margaret Sullivan
Title: Interim Executive Director

MS

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

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

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Nov. 11/2014

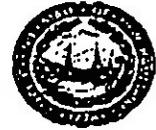
Page 1 of 2

Date

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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.

Contractor Name:

6/8/22
Date

Margo Sullivan
Name: Margo Sullivan
Title: *Interim Executive Director*

Exhibit G

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

Contractor Initials *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

Margaret Sullivan
Name: Margaret Sullivan
Title: Medical 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

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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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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

DMO
Date 6/8/22

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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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Date

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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

Christine Santaniello
Signature of Authorized Representative

Christine Santaniello

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

6/10/2022

Date

Androscogin 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

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

Name: Margot Sullivan
Title:

Contractor Initials MS
Date 6/8/22



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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: 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

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Exhibit K
DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

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), as amended on June 28, 2023 (Item #62), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$5,257,400.00
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 59.53% Federal funds:
 - 1.1.1. 2.69% 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, ALN 93.044, FAIN 2201NHOASS and 2301NHOASS;
 - 1.1.2. 56.60% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, ALN 93.667, FAIN 2101NHSOSR; and
 - 1.1.3. .24% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supporting Services, ALN 93.044, FAIN 2101NHSSC6.
 - 1.2. 40.47% General funds.
4. Modify Exhibit C, Payment Terms, Section 3, lead in paragraph only, to read:
 3. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-3, Amendment #2, Rate Sheet.
5. Modify Exhibit C-1, Rate Sheet, by replacing it in its entirety with Exhibit C-1, Amendment #2, Rate Sheet which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, 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

5/13/2024

Date

DocuSigned by:

Melissa Hardy

1323A24040DF495

Name: Melissa Hardy

Title: Director, DLTSS

Area HomeCare Family Services, Inc.

5/13/2024

Date

DocuSigned by:

JUDY TAYLOR

5B862C134C5E448

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

5/15/2024

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:

Exhibit C-1, Amendment #2, Rate Sheet

Adult In-Home Care - Area Homecare				
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	103,334	\$12.00	\$1,240,008.00
Title IIIB In Home Services	1/2 Hour	5,882	\$12.00	\$70,584.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$0.00
	Subtotal	109,216		\$1,310,592.00
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	103,334	\$12.00	\$1,240,008.00
Title IIIB In Home Services	1/2 Hour	5,882	\$12.00	\$70,584.00
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	0	\$12.00	\$0.00
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	109,216		\$1,310,592.00
7/01/2024 through 06/30/2025 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	77,501	\$16.00	\$1,240,016.00
Title IIIB In Home Services	1/2 Hour	4,412	\$16.00	\$70,592.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.58	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	81,913		\$1,310,608.00
7/01/2025 through 06/30/2026 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	77,501	\$16.00	\$1,240,016.00
Title IIIB In Home Services	1/2 Hour	4,412	\$16.00	\$70,592.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.58	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	81,913		\$1,310,608.00
	Overall Total	382,258		\$5,242,400.00

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: 0006673691



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Katherine Latchaw, 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 Sevices, 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 April 17, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

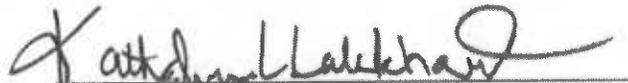
VOTED: That Judy Taylor, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

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: 05/10/2024



Signature of Elected Officer

Name: Katherine Latchaw

Title: Secretary, BOD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2024

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

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

PRODUCER King Insurance Partners 91 Court Street PO Box 644 Keene NH 03431	CONTACT NAME: Donna Croteau, AAI, Managing Director PHONE (AG, No, Ext): (603) 283-1834 FAX (AG, No): E-MAIL ADDRESS: donna.croteau@king-insurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Company NAIC #: 22292 INSURER B: Wesco Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Area HomeCare Family Services, Inc. The Ballard Building 1320 Woodbury Avenue Portsmouth NH 03801	

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	ADDL/INSUR INED	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZHV926516412	08/09/2023	08/09/2024	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 \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHV926567612	08/09/2023	08/09/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WWC3712589	05/01/2024	05/01/2025	<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			ZHV926516412	08/09/2023	08/09/2024	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)

Non-Medical home care services

CERTIFICATE HOLDER State of New Hampshire DHHS Bureau of Elderly & Adult Services 129 Pleasant Street Concord NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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

Year Ended June 30, 2023
with Summarized Financial Information
for the Year Ended June 30, 2022

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Sanders & Karcher
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of Area HomeCare & Family Services, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023 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 referred to above present fairly, in all material respects, the financial position of Area HomeCare & Family Services, Inc. as of June 30, 2023, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit 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 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 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; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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.

Board of Directors
Area HomeCare & Family Services, 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 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 judgement made by a reasonable user based on the financial statements.

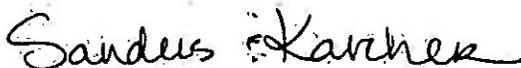
In performing an audit in accordance with generally accepted auditing standards, we:

- 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. 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 November 23, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.


Sanders & Karcher
Portsmouth, New Hampshire
November 6, 2023

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

	2023			2022
	Without Donor Restrictions	With Donor Restrictions	Total	Total
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents	\$ 93,697	\$ -	\$ 93,697	\$ 245,616
Accounts receivable, net of allowance of \$1,000 for both years	224,183	-	224,183	117,409
Unconditional promises to give	-	20,292	20,292	19,813
Investments at fair value	1,646,304	-	1,646,304	1,520,693
Total current assets	<u>1,964,184</u>	<u>20,292</u>	<u>1,984,476</u>	<u>1,903,531</u>
PROPERTY & EQUIPMENT, net of accumulated depreciation of \$241,246 & \$231,037, respectively	184,045	-	184,045	194,253
TOTAL ASSETS	\$ <u>2,148,229</u>	\$ <u>20,292</u>	\$ <u>2,168,521</u>	\$ <u>2,097,784</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 2,549	\$ -	\$ 2,549	\$ 669
Accrued expenses	88,367	-	88,367	88,557
Total current liabilities	<u>90,916</u>	<u>-</u>	<u>90,916</u>	<u>89,226</u>
NET ASSETS				
Without donor restrictions:				
Board designated	425,000	-	425,000	425,000
Undesignated	1,632,313	-	1,632,313	1,563,745
With donor restrictions:				
Total net assets	<u>2,057,313</u>	<u>20,292</u>	<u>2,077,605</u>	<u>2,008,558</u>
TOTAL LIABILITIES AND NET ASSETS	\$ <u>2,148,229</u>	\$ <u>20,292</u>	\$ <u>2,168,521</u>	\$ <u>2,097,784</u>

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

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

	2023			2022
	Without Donor Restrictions	With Donor Restrictions	Total	Total
PUBLIC SUPPORT AND REVENUES				
PUBLIC SUPPORT				
Government contracts and grants	\$ 109,370	\$ 1,254,504	\$ 1,363,874	\$ 1,679,832
Local municipalities	-	32,068	32,068	32,068
Contributions	2,163	1,951	4,114	1,068
Total public support	<u>111,533</u>	<u>1,288,523</u>	<u>1,400,056</u>	<u>1,712,968</u>
REVENUES				
Private services	19,005	-	19,005	24,049
Investment return	125,781	-	125,781	(185,097)
Total revenues	<u>144,786</u>	<u>-</u>	<u>144,786</u>	<u>(161,048)</u>
Public support and revenues	256,319	1,288,523	1,544,842	1,551,920
NET ASSETS RELEASED FROM RESTRICTIONS				
Satisfaction of usage restrictions	1,256,455	(1,256,455)	-	-
Satisfaction of time restrictions	31,589	(31,589)	-	-
Total net assets released from restrictions	<u>1,288,044</u>	<u>(1,288,044)</u>	<u>-</u>	<u>-</u>
Total public support, revenues and net assets released from restrictions	1,544,363	479	1,544,842	1,551,920
EXPENSES				
Program services	1,336,552	-	1,336,552	1,411,574
Management and general	139,243	-	139,243	166,411
Total expenses	<u>1,475,795</u>	<u>-</u>	<u>1,475,795</u>	<u>1,577,985</u>
CHANGE IN NET ASSETS	68,568	479	69,047	(26,065)
NET ASSETS, Beginning of year	1,988,745	19,813	2,008,558	2,034,623
NET ASSETS, End of year	\$ <u>2,057,313</u>	\$ <u>20,292</u>	\$ <u>2,077,605</u>	\$ <u>2,008,558</u>

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

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

	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from public support	\$ 1,292,803	\$ 1,718,745
Cash received from private services	19,005	24,049
Cash received from investments	67,907	86,224
Cash paid for expenses	(1,463,896)	(1,565,949)
Net cash provided by (used by) operating activities	(84,181)	263,069
CASH FLOWS FROM INVESTING ACTIVITIES		
Cash received from sale of investments	1,635,799	-
Cash paid for investments	(1,703,537)	(336,224)
Net cash used by investing activities	(67,738)	(336,224)
CASH FLOWS FROM FINANCING ACTIVITIES		
Cash paid from loan	-	(223,822)
NET DECREASE IN CASH	(151,919)	(296,971)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>245,616</u>	<u>542,593</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ <u>93,697</u>	\$ <u>245,616</u>
ADJUSTMENTS TO RECONCILE CHANGES IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Increase (decrease) in net assets	\$ 69,047	\$ (26,065)
Adjustments to reconcile changes in net assets to net cash provided by operating activities		
Depreciation	10,209	10,209
Unrealized (gain) loss on investments	(101,744)	271,321
Realized (gain) loss on investments	43,870	-
(Increase) decrease in:		
Accounts receivable	(106,774)	1,777
Unconditional promises to give	(479)	4,000
Prepaid expenses	-	1,005
Increase (decrease) in:		
Accounts payable	1,880	355
Accrued expenses	(190)	467
Total adjustments	(153,228)	289,134
NET CASH PROVIDED BY (USED BY) OPERATING ACTIVITIES	\$ (84,181)	\$ 263,069

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

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

	2023			2022
	Program Services	Management and General	Total	Total
Salaries and wages	\$ 1,041,073	\$ 85,075	\$ 1,126,148	\$ 1,181,048
Payroll taxes	62,626	6,755	69,381	92,201
Employee benefits	53,668	18,585	72,253	76,030
Travel	39,213	1,549	40,762	51,530
Payroll service fees	5,823	1,189	7,012	7,222
Consulting	144	36	180	-
Insurance	50,595	6,892	57,487	72,701
Maintenance	4,683	1,171	5,854	5,143
Bank service charges	-	429	429	147
Conference and meetings	6,470	1,061	7,531	6,452
Licenses	60	340	400	475
Community assistance	3,845	650	4,495	3,770
Miscellaneous	118	1,060	1,178	977
Office	4,739	1,185	5,924	17,524
Accounting fees	18,683	4,670	23,353	17,221
Telephone	6,335	1,588	7,923	7,468
Uniforms	628	-	628	1,195
Utilities	4,671	1,168	5,839	5,003
Advertising	1,607	-	1,607	150
Printing	957	239	1,196	504
Supplies	12,573	1,771	14,344	4,378
Postage	5,303	960	6,263	6,306
Employee physicals	1,256	-	1,256	948
Dues and subscriptions	3,315	828	4,143	5,383
Depreciation	8,167	2,042	10,209	10,209
Bad debt	-	-	-	4,000
TOTAL EXPENSES	\$ 1,336,552	\$ 139,243	\$ 1,475,795	\$ 1,577,985

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

AREA HOMECARE & FAMILY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
Year ended June 30, 2023

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 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, 2023 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, 2023, investments have a market value of \$1,646,304 cost basis of \$1,633,183 and unrealized gains of \$13,121.

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, 2023 and 2022.

AREA HOMECARE & FAMILY SERVICES, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 Year Ended June 30, 2023

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Unconditional Promises to Give

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in 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, 2023 and 2022 management considers all pledges to be collectable.

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

	2023	2022
Town warrants	\$ 20,292	\$ 19,813

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, 2023 and 2022, respectively.

Accrued Earned Time

Area HomeCare & Family Services, Inc. has 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.

AREA HOMECARE & FAMILY SERVICES, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 Year Ended June 30, 2023

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Functional Allocation of Expenses

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

Use of Estimates

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

Income Taxes

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

Subsequent Events

Subsequent events have been evaluated through November 6, 2023, 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>2023</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Total, net</u>
Medicaid - HC/BC	\$ 19,454	\$ -	\$ 19,454
Medicaid - Title XIX	4,087	-	4,087
Clients	(5,316)	(1,000)	(6,316)
Grants and contracts	205,453	-	205,453
Employees	1,505	-	1,505
TOTALS	\$ <u>225,183</u>	\$ (<u>1,000</u>)	\$ <u>224,183</u>
<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>

AREA HOMECARE & FAMILY SERVICES, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 Year Ended June 30, 2023

NOTE C - INVESTMENTS AT FAIR VALUE

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

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

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

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

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

Investments, all at level 1, consist of the following as of June 30, 2023:

	Cost	Fair Value	Unrealized Gain (Loss)
Mutual Funds	\$ <u>1,633,183</u>	\$ <u>1,646,304</u>	\$ <u>13,121</u>

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>)

AREA HOMECARE & FAMILY SERVICES, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 Year Ended June 30, 2023

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, 2023 the interest rate was 9.25% and the outstanding balance was \$0. The line of credit is due in full upon lender's demand.

NOTE E - ACCRUED EXPENSES

Accrued expenses consist of the following at June 30,

	2023	2022
Accrued earned time	\$ 58,417	\$ 48,095
Accrued salaries	26,820	38,045
Accrued payroll taxes	2,045	1,198
Accrued travel	685	869
Accrued postage	45	61
Other withholdings	355	289
TOTALS	\$ 88,367	\$ 88,557

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, 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,

2024.....	\$ 1,777
2025.....	1,777
2026.....	1,777
2027.....	-
2028.....	-

NOTE G - 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, 2023 and 2022.

AREA HOMECARE & FAMILY SERVICES, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 Year Ended June 30, 2023

NOTE H - 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 I - RESTRICTIONS ON NET ASSETS

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

	2023	2022
Town warrants	\$ <u>20,292</u>	\$ <u>19,813</u>

NOTE J - CONTRACTS, FEES AND GRANTS FROM GOVERNMENT AGENCIES

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

	2023	2022
New Hampshire Division of Elderly and Adult Services		
-- Title XX	\$ 1,189,560	\$ 1,243,092
-- Title III	64,944	67,212
Medicaid - HC/BC	89,370	144,616
Paycheck Protection	-	204,912
Other	<u>20,000</u>	<u>20,000</u>
TOTALS	\$ <u>1,363,874</u>	\$ <u>1,679,832</u>

NOTE K - 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, 2023, no provision has been made for this contingency.

AREA HOMECARE & FAMILY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
Year Ended June 30, 2023

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.

NOTE M - CONCENTRATION OF CREDIT RISK

As of June 30, 2023, the organization has no cash balance held by a bank that was in excess of the amount insured by the Federal Deposit Insurance Corporation.

NOTE N - 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. To help manage unanticipated liquidity needs, the organization has one committed line of credit in the amount of \$170,000, 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 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 adaptation 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, 2023 and 2022, the clients receivable balance was \$(6,316) and \$(1,184), respectively. There were no client assets or liabilities.

AREA HOMECARE FAMILY SERVICES, INC.

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

FY2024 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	Hospice 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

John Bosen, Esquire **Portsmouth, NH** **Attorney**

Gordon McCollester **Rye, NH** **Retired/CEO Nonprofit**

Jamie DeStefano **Newmarket, NH** **Business**

PERSONNEL

Judy Taylor **Seabrook, NH** **Executive Director**

Judy Taylor

Employment	2013 – Present	Area HomeCare & Family Services, Inc. Portsmouth, NH 03801 603-436-9059	
History	Executive Director		
	1998 – 2013	Area HomeCare & Family Services, Inc. Portsmouth, NH 03801 603-436-9059	
	Senior Vice-President & CFO		
		<ul style="list-style-type: none">• 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		
		<ul style="list-style-type: none">• Accounts Payable• Accounts Receivable• Dealt with vendors, processed special orders• Inventory control• Customer service	
Education	2003 – 2004	Antloch New England	Keene, NH
		<ul style="list-style-type: none">• Certificate in Community Health Care Management Program	
	2002	Antloch New England	Keene, NH
		<ul style="list-style-type: none">• Nine-month seminar – Nonprofit Management	
	1995 – 1997	McIntosh College	Dover, NH
		<ul style="list-style-type: none">• 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, Quikbooks Pro, Human Resources, etc.		

MaryJane Walsh

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
ADRD 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

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 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 3rd 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 Crooked 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
(Association for Retarded Citizens)

Danvers, MA

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

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
1st 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

Janice LeBlanc (now Kennedy)

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- August 2004 Rockingham County Courthouse, Brentwood, NH 03833
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- January 2003 Medtronic Neurological Technologies, Hampstead, NH 03841
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- May 2001 Rockingham VNA & Hospice, Exeter, NH 03833
Clinical Program Assistant: Duties included assisting Acute Care staff, clerical duties, ordering medical supplies, scheduling, maintaining clinical staff schedules.
- December 1982- October 1987 Exeter Hospital, Exeter Health Resources, Exeter, NH 03833
Patient Services Representative

Education:

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

Barbara Boisvert



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

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Area HomeCare Family Services Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Judy Taylor	Executive Director	\$73,047.00	\$82,075.00
MaryJane Walsh	Program Director	\$57,312.00	\$63,856.00
Alena Stanley	Client Representative	\$9,252.00	\$10,396.00
Christine Cook	Client Representative	\$26,310.00	\$29,562.00
Janice Kennedy	Senior Scheduler	\$39,504.00	\$44,387.00
Barbara Boisvert	Payroll/Billing	\$9,811.00	\$11,024.00

GAC

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

62

Loel A. Weaver
Interim 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.dbha.nh.gov

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

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

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	\$131,820	\$15,332	\$147,252	O: 10/19/22, item #21
		Total:	\$12,091,794.44	\$240,937.30	\$12,332,731.74	

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.

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

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 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 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.

05
JT

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
12213401005406
Name: Melissa Hardy
Title: Director, DLSS

Area HomeCare Family Services, Inc. :

6/6/2023

Date

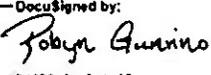
DocuSigned by:
JUDY TAYLOR
30020734223100
Name: JUDY TAYLOR
Title: Executive Director

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:

748234445841400
 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 Home Care 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
	\$0
6. Travel	\$0
	\$0
7. Software	\$0
	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Client Supplies	\$3,697
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$14,197
Total Indirect Costs	\$803
TOTAL	\$15,000

Contractor Initials

Date 6/6/2023

DS
JF

JUN15'22 PM 3:00 RCVD



MAC
47

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

Lori A. Shibleyette
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
		Total:	\$11,347,242.44

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

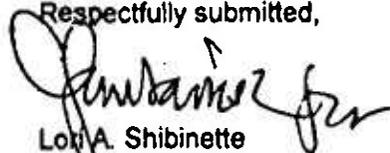
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, 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
Technical												
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
TOTAL POINTS	100	91	89	87	87	83	62	62	62	58	99	99

Reviewer Name

1 Shawn Martin

2 Kathleen Gray

3 Thom O'Connor

4 Alyssa Voisine

Title

Finance Administrator

Bureau of Family Centered Support Staff

BEAS Program Administrator

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: <i>JUDY TAYLOR</i> Date: 6/9/2022		1.12 Name and Title of Contractor Signatory JUDY TAYLOR Executive Director	
1.13 State Agency Signature DocuSigned by: <i>Christine Santaniello</i> 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: <i>Robyn Guerinio</i> 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 OS
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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, formulac, 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.

**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.

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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."

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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

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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.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 58.8% Federal funds,
 - 1.1.1. 5.5% Older Americans Act Title-III-B, as awarded on April 27, 2022, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS.
 - 1.1.2. 53.3% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR
 - 1.2. 41.2% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. 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 or mailed to:

Financial Manager
Department of Health and Human Services
105 Pleasant Street

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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 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 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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- 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 - Area HomeCare Family Services, 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	103,334	\$12.00	\$ 1,240,008.00
Title IIIB In Home Services	1/2 Hour	5,882	\$12.00	\$ 70,584.00
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	103,334	\$12.00	\$ 1,240,008.00
Title IIIB In Home Services	1/2 Hour	5,882	\$12.00	\$ 70,584.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -

Area HomeCare Family Services, Inc.

RFA-2023-BEAS-06-HOMEH-02

Exhibit C-1

Page 1 of 1

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



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.

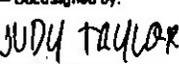
Place of Performance (street address, city, county, state, zip code) (list each location)

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:

 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:

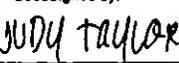
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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



**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).

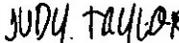
LOWER TIER COVERED TRANSACTIONS

- 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: Area HomeCare & Family Services, Inc.

6/9/2022

Date

DocuSigned by:

 Name: JUDY TAYLOR
 Title: Executive Director

DS
JT

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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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 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:

JUDY TAYLOR

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.

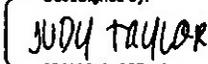
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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:

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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Contractor Initials

JT

Date 6/9/2022



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



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 ST

Date 6/9/2022



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

3/2014

Contractor Initials jt

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.

3/2014

Contractor Initials jt

Date 6/9/2022



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

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

JS

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:

JUDY TAYLOR

Name: JUDY TAYLOR

Title: Executive Director

DS
JT



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?

 X NO YES

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

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

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

 NO YES

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

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

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

Name: _____	Amount: _____

Contractor Initials DS
 JT
Date 6/9/2022

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.).

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 #2**

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), as amended on June 28, 2023 (Item #62), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$3,105,393.92
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 59.38% Federal funds:
 - 1.1.1. 4.28% 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, ALN 93.044, FAINs 2201NHOASS and 2301NHOASS;
 - 1.1.2. 54.28% Social Services Block Grant as awarded on October 1, 2021, by the Social Services Block Grant, ALN 93.667, FAIN 2101NHSOSR; and
 - 1.1.3. .82% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supporting Services, ALN 93.044, FAIN 2101NHSSC6.
 - 1.2. 40.62% General funds.
4. Modify Exhibit C, Payment Terms, Section 3, lead in paragraph only, to read:
 3. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-1, Amendment #2, Rate Sheet through Exhibit C-2, Amendment #2, Rate Sheet.
5. Modify Exhibit C-1, Rate Sheet, by replacing it in its entirety with Exhibit C-1, Amendment #2, Rate Sheet, which is attached hereto and incorporated by reference herein.
6. Modify Exhibit C-2, Rate Sheet, by replacing it in its entirety with Exhibit C-2, Amendment #2, Rate Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, 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

4/25/2024

Date

DocuSigned by:

Melissa Hardy

1223A274040DF425

Name: Melissa Hardy

Title: Director, DLSS

Easter Seals New Hampshire, Inc.

4/25/2024

Date

DocuSigned by:

Cathy Kuhn

B3B35BFD976D42A...

Name: Cathy Kuhn

Title: COO, Programs

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

OFFICE OF THE ATTORNEY GENERAL

4/29/2024

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:

Exhibit C-1, Amendment #2, Rate Sheet

Adult In-Home Care - Easter Seals (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	8,597	\$12.00	\$103,164.00
Title IIIB In Home Services	1/2 Hour	0	\$12.00	\$0.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$0.00
	Subtotal	8,597		\$103,164.00
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	8,597	\$12.00	\$103,164.00
Title IIIB In Home Services	1/2 Hour	0	\$12.00	\$0.00
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	0	\$12.00	\$0.00
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	8,597		\$103,164.00
7/01/2024 through 06/30/2025 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	6,448	\$16.00	\$103,168.00
Title IIIB In Home Services	1/2 Hour	0	\$16.00	\$0.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.58	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	6,448		\$103,168.00
7/01/2025 through 06/30/2026 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	6,448	\$16.00	\$103,168.00
Title IIIB In Home Services	1/2 Hour	0	\$16.00	\$0.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.58	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	6,448		\$103,168.00
	Overall Total	30,090		\$412,664.00

Exhibit C-2, Amendment #2, Rate Sheet

Adult In-Home Care - 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	\$0.00
	Subtotal	55,228		\$665,688.00

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	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	\$0.00
HCBS ARP In Home Services	1/2 Hour	0	\$12.00	\$0.00
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	55,228		\$665,688.00

7/01/2024 through 06/30/2025 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	37,448	\$16.00	\$599,168.00
Title IIIB In Home Services	1/2 Hour	3,419	\$16.00	\$54,704.00
Title IIIB Home Health Aide	1/2 Hour	712	\$16.58	\$11,804.96
Title IIIB Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	41,579		\$665,676.96

7/01/2025 through 06/30/2026 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	37,448	\$16.00	\$599,168.00
Title IIIB In Home Services	1/2 Hour	3,419	\$16.00	\$54,704.00
Title IIIB Home Health Aide	1/2 Hour	712	\$16.58	\$11,804.96
Title IIIB Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	41,579		\$665,676.96
	Overall Total	193,614		\$2,662,729.92

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: 0006652771



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2024.

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 11, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

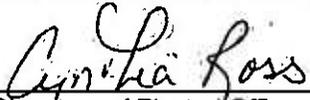
VOTED: That Maureen Beauregard, President & CEO; Catherine Kuhn, Chief Operating Officer; Tina Sharby, Chief Human Resources Officer; Peter Hastings, Chief Information Officer; Pamela Hawkes, Chief Development Officer; Michele Talwani, SVP Marketing & Communications and Bradford E. Cook, General Counsel of the corporation.
(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: April 25, 2024



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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/17/2023

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).

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	PHPK2592749	09/01/2023	09/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	PHPK2592747	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Par person) \$ BODILY INJURY (Par accident) \$ PROPERTY DAMAGE (Par accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10K	X	X	PHUB878203	09/01/2023	09/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EDP			PHPK2592749	09/01/2023	09/01/2024	\$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 behalf (See Attached Descriptions)

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/5/2024

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

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

PRODUCER Hays Companies, Inc. 980 Washington St., Suite 325 Dedham MA 02026	CONTACT NAME: Patricia MacDonald PHONE (A/C No. Ext): _____ FAX (A/C No): _____ E-MAIL ADDRESS: Patricia.Macdonald@bbrown.com														
INSURED Easter Seals New Hampshire, Inc. 555 Auburn Street Manchester NH 03103	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: The North River Insurance Company</td> <td style="text-align: center;">21105</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The North River Insurance Company	21105	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: The North River Insurance Company	21105														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 24-25 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 INSR	SUBR WVO	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 <hr/> 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 - COM/OP/AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	406-740231-9	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

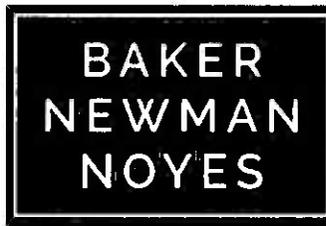
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

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. <hr/> AUTHORIZED REPRESENTATIVE James Hays/TADRIG
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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**

*For the Years Ended August 31, 2023 and 2022
With Independent Auditors' Report*

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnn CPA.com



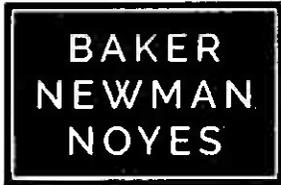
EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

**CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2023 and 2022

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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, 2023 and 2022, 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, 2023 and 2022, and the results of their operations, changes in their net assets 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.

Emphasis of Matter

As discussed in Notes 2 and 7 to the financial statements, in 2023, Easter Seals NH has changed their method of accounting for leases, effective September 1, 2022, due to the adoption of Accounting Standards Codification Topic 842, *Leases*. Our opinion is not modified with respect to this matter.

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.

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

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.

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 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 22, 2023 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 22, 2023

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 8,218,081	\$14,837,761
Restricted cash	99,784	79,819
Short-term investments, at fair value	10,230,068	10,055,639
Accounts receivable from related entity	1,818,919	394,316
Program and other accounts receivable	14,392,502	9,748,641
Contributions receivable, net	128,919	172,253
Prepaid expenses and other current assets	<u>1,404,684</u>	<u>907,909</u>
Total current assets	36,292,957	36,196,338
Assets limited as to use	1,972,288	1,837,445
Investments, at fair value	13,661,880	13,419,355
Investment in related entity	1,742	1,742
Other assets	327,763	349,154
Intangible assets	736,658	-
Operating lease right-of-use assets	2,651,831	-
Fixed assets, net	<u>28,576,337</u>	<u>27,216,243</u>
	<u>\$84,221,456</u>	<u>\$79,020,277</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Accounts payable	\$ 5,126,679	\$ 2,538,018
Accrued expenses	6,434,951	6,450,559
Deferred revenue	2,537,974	4,598,645
Current portion of operating lease liabilities	905,606	-
Current portion of interest rate swap agreement	15,663	579,174
Current portion of long-term debt	<u>1,021,877</u>	<u>1,016,962</u>
Total current liabilities	16,042,750	15,183,358
Other liabilities	2,212,980	2,130,322
Interest rate swap agreement, less current portion	516,017	416,010
Operating lease liabilities, less current portion	1,772,949	-
Long-term debt, less current portion, net	<u>16,843,611</u>	<u>17,861,006</u>
Total liabilities	37,388,307	35,590,696
Net assets:		
Without donor restrictions	40,782,371	37,450,866
With donor restrictions	<u>6,050,778</u>	<u>5,978,715</u>
Total net assets	<u>46,833,149</u>	<u>43,429,581</u>
	<u>\$84,221,456</u>	<u>\$79,020,277</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2023

	Without Donor <u>Restrictions</u>	With Donor <u>Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 573,410	\$ 353,464	\$ 926,874
Special events, net of related direct costs of \$748,203	893,434	23,650	917,084
Annual campaigns, net of related direct costs of \$34,023	371,067	250	371,317
Bequests	141,913	-	141,913
Net assets released from restrictions	<u>367,288</u>	<u>(367,288)</u>	<u>-</u>
Total public support	2,347,112	10,076	2,357,188
Revenue:			
Fees and tuition	72,514,361	-	72,514,361
Grants	33,639,114	-	33,639,114
Gain on extinguishment of debt	750,000	-	750,000
Dividend and interest income	1,481,819	17,420	1,499,239
Rental income	28,892	-	28,892
Other	<u>134,805</u>	<u>-</u>	<u>134,805</u>
Total revenue	<u>108,548,991</u>	<u>17,420</u>	<u>108,566,411</u>
Total public support and revenue	110,896,103	27,496	110,923,599
Operating expenses:			
Program services:			
Public health education	18,834	-	18,834
Professional education	147,597	-	147,597
Direct services	<u>94,561,105</u>	<u>-</u>	<u>94,561,105</u>
Total program services	94,727,536	-	94,727,536
Supporting services:			
Management and general	10,706,017	-	10,706,017
Fundraising	<u>2,367,000</u>	<u>-</u>	<u>2,367,000</u>
Total supporting services	<u>13,073,017</u>	<u>-</u>	<u>13,073,017</u>
Total functional expenses	107,800,553	-	107,800,553
Support of National programs	<u>166,882</u>	<u>-</u>	<u>166,882</u>
Total operating expenses	<u>107,967,435</u>	<u>-</u>	<u>107,967,435</u>
Increase in net assets from operations	2,928,668	27,496	2,956,164

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

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

Year Ended August 31, 2023

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swap	\$ 463,504	\$ -	\$ 463,504
Net unrealized and realized (losses) gains on investments, net	(71,744)	48,920	(22,824)
Decrease in fair value of beneficial interest in trust held by others	-	(4,353)	(4,353)
Gain on sales and disposals of fixed assets	<u>11,077</u>	<u>-</u>	<u>11,077</u>
	<u>402,837</u>	<u>44,567</u>	<u>447,404</u>
Total increase in net assets	3,331,505	72,063	3,403,568
Net assets at beginning of year	<u>37,450,866</u>	<u>5,978,715</u>	<u>43,429,581</u>
Net assets at end of year	<u>\$ 40,782,371</u>	<u>\$ 6,050,778</u>	<u>\$ 46,833,149</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 <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	\$ 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 FUNCTIONAL EXPENSES

Year Ended August 31, 2023

	Program Services				Supporting Services			Total Program and Supporting Services Expenses	
	Public Health Education	Professional Education	Direct Services	Total	Management and General	Fund-Raising	Total	2023	2022
Salaries and related expenses	\$ 3,942	\$ -	\$71,521,335	\$71,525,277	\$ 6,918,354	\$1,313,590	\$ 8,231,944	\$ 79,757,221	\$73,144,865
Professional fees	9,855	114,704	9,673,062	9,797,621	2,558,882	291,742	2,850,624	12,648,245	10,765,751
Supplies	456	2,130	2,055,872	2,058,458	138,373	32,625	170,998	2,229,456	1,867,791
Telephone	2	-	547,120	547,122	212,927	3,625	216,552	763,674	732,503
Postage and shipping	156	-	39,423	39,579	17,880	6,964	24,844	64,423	61,483
Occupancy	-	-	3,058,697	3,058,697	392,693	46,875	439,568	3,498,265	2,885,219
Outside printing, artwork and media	405	1,124	7,668	9,197	3,688	38,081	41,769	50,966	47,700
Travel	3	-	1,742,011	1,742,014	12,662	4,024	16,686	1,758,700	1,555,082
Conventions and meetings	3,992	28,977	225,364	258,333	26,566	12,034	38,600	296,933	165,074
Specific assistance to individuals	-	-	1,553,980	1,553,980	315	-	315	1,554,295	1,786,853
Dues and subscriptions	-	-	33,088	33,088	13,850	2,581	16,431	49,519	29,335
Minor equipment purchases and equipment rentals	-	645	153,728	154,373	84,726	41,751	126,477	280,850	251,672
Ads, fees and miscellaneous	23	-	611,695	611,718	33,525	561,991	595,516	1,207,234	1,005,398
Interest	-	-	652,777	652,777	138,061	-	138,061	790,838	780,153
Depreciation and amortization	-	17	1,710,285	1,710,302	153,515	11,117	164,632	1,874,934	2,003,836
Grant expense	-	-	975,000	975,000	-	-	-	975,000	-
	<u>\$18,834</u>	<u>\$147,597</u>	<u>\$94,561,105</u>	<u>\$94,727,536</u>	<u>\$10,706,017</u>	<u>\$2,367,000</u>	<u>\$13,073,017</u>	<u>\$ 107,800,553</u>	<u>\$97,082,715</u>
	0.02%	0.14%	87.72%	87.88%	9.93%	2.19%	12.12%	100.00%	100.00%

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	Profes- sional Education	Direct Services	Total	Manage- ment and General	Fund- Raising	Total	2022
Salaries and related expenses	\$ 5,780	\$ -	\$65,741,230	\$65,747,010	\$6,336,634	\$ 1,061,221	\$ 7,397,855	\$73,144,865
Professional fees	2,613	127,466	8,234,642	8,364,721	2,066,017	335,013	2,401,030	10,765,751
Supplies	928	5,500	1,777,921	1,784,349	50,158	33,284	83,442	1,867,791
Telephone	8	-	529,613	529,621	200,186	2,696	202,882	732,503
Postage and shipping	-	229	35,031	35,260	15,776	10,447	26,223	61,483
Occupancy	-	-	2,472,697	2,472,697	354,406	58,116	412,522	2,885,219
Outside printing, artwork and media	1,303	-	8,519	9,822	309	37,569	37,878	47,700
Travel	-	-	1,540,938	1,540,938	13,280	864	14,144	1,555,082
Conventions and meetings	6	27,802	98,989	126,797	15,852	22,425	38,277	165,074
Specific assistance to individuals	-	-	1,786,297	1,786,297	556	-	556	1,786,853
Dues and subscriptions	-	-	17,296	17,296	11,084	955	12,039	29,335
Minor equipment purchases and equipment rentals	7,926	-	136,235	144,161	74,508	33,003	107,511	251,672
Ads, fees and miscellaneous	7,703	-	413,578	421,281	31,740	552,377	584,117	1,005,398
Interest	-	-	642,590	642,590	137,563	-	137,563	780,153
Depreciation and amortization	-	-	1,812,065	1,812,065	185,142	6,629	191,771	2,003,836
	<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>
	0.03%	0.16%	87.81%	88.00%	9.78%	2.22%	12.00%	100.00%

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities:		
Increase in net assets	\$ 3,403,568	\$ 6,284,600
Adjustments to reconcile increase in net assets to net cash (used) provided by operating activities:		
Depreciation and amortization	1,874,934	2,003,836
Noncash lease expense	26,724	-
Bond issuance costs amortization	6,110	6,110
Decrease (increase) in fair value of beneficial interest in trust held by others	4,353	(11,278)
Net (gain) loss on sales, disposals and impairment of fixed assets	(11,077)	1,941,095
Change in fair value of interest rate swap	(463,504)	(1,243,067)
Gain on extinguishment of debt	(750,000)	(9,250,000)
Net unrealized and realized losses on investments, net	22,824	3,246,232
Donor restricted contributions	(353,464)	(368,967)
Changes in operating assets and liabilities:		
Program and other accounts receivable	(4,643,861)	(1,155,303)
Accounts receivable from related entity	(1,424,603)	(394,316)
Contributions receivable	43,334	52,612
Prepaid expenses and other current assets	(496,775)	(274,207)
Other assets	17,038	41,001
Accounts payable and accrued expenses	1,499,196	(392,927)
Deferred revenue	(1,310,671)	2,736,062
Other liabilities	<u>82,658</u>	<u>(552,490)</u>
Net cash (used) provided by operating activities	(2,473,216)	2,668,993
Cash flows from investing activities:		
Purchases of fixed assets	(2,902,728)	(1,453,563)
Proceeds from sale of fixed assets	15,976	366,008
Change in investments, net	(439,778)	(150,624)
Change in assets limited as to use	(134,843)	520,494
Investment in related entity	<u>-</u>	<u>(1,742)</u>
Net cash used by investing activities	(3,461,373)	(719,427)
Cash flows from financing activities:		
Repayment of long-term debt	(1,018,590)	(1,872,427)
Donor restricted contributions	<u>353,464</u>	<u>368,967</u>
Net cash used by financing activities	<u>(665,126)</u>	<u>(1,503,460)</u>

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

Years Ended August 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
(Decrease) increase in cash, cash equivalents and restricted cash	\$(6,599,715)	\$ 446,106
Cash, cash equivalents and restricted cash, beginning of year	<u>14,917,580</u>	<u>14,471,474</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$ 8,317,865</u>	<u>\$14,917,580</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 791,000</u>	<u>\$ 742,000</u>
Operating cash flows for operating leases	<u>\$ 1,265,742</u>	<u>\$ —</u>
Supplemental disclosure of noncash activities:		
Fixed asset purchases included in accounts payable at end of year	<u>\$ 511,017</u>	<u>\$ 173,818</u>
Intangible asset purchases included in accounts payable at end of year	<u>\$ 736,658</u>	<u>\$ —</u>
Operating lease right-of-use assets obtained in exchange for operating lease liabilities	<u>\$ 3,853,603</u>	<u>\$ —</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

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 was 100% owned by Easter Seals New Hampshire, Inc. In April 2023, Easter Seals NH transferred a 21% interest in Champlin Place, Inc. to Housing Affordability Partnership, LLC. 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 15. Easter Seals New Hampshire, Inc. is the sole member of each subsidiary, aside from Champlin Place, Inc. for which they have a 79% interest. 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 and Noncontrolling Interests

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member and the less-than-wholly-owned subsidiary of which they maintain a controlling interest as described in notes 1 and 15. As Champlin Place, Inc. has only a 0.01% owned interest in the project described in note 15, which has not yet commenced planned principal operations, there are no revenue and expenses attributed to the entity to date. Accordingly, there is no investment in the less-than-wholly-owned subsidiary to present separately in the accompanying consolidated statements of financial position, and no increase (decrease) in net assets attributed to the controlling and noncontrolling interests to present separately in the accompanying consolidated statements of activities and changes in net assets. 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 NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

2. Summary of Significant Accounting Policies (Continued)

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 \$10,229,900 and \$10,055,500 as of August 31, 2023 and 2022, 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.

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>2023</u>	<u>2022</u>
Cash and cash equivalents	\$8,218,081	\$14,837,761
Restricted cash	<u>99,784</u>	<u>79,819</u>
	<u>\$8,317,865</u>	<u>\$14,917,580</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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

2. Summary of Significant Accounting Policies (Continued)

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.

Internal-Use Software Costs

The Company expenses costs incurred in the preliminary project stage of developing or acquiring internal use software, such as research and feasibility studies as well as costs incurred post implementation operational stage, such as maintenance and training. Capitalization of internal-use software costs occurs only after the preliminary-project stage is complete, management authorizes the project and it is probable that the project will be completed and the software will be used for the function intended. There were \$736,658 of internal-use software costs capitalized during the year ended August 31, 2023. These amounts are recorded in intangible assets in the accompanying 2023 consolidated statement of financial position. There were no internal-use software costs capitalized for the year ended August 31, 2022. The capitalized costs will be amortized on a straight-line basis over the estimated useful life of the software, generally up to 5 years, once placed in service. There was no amortization expense recognized in 2023.

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.

No long-lived assets were deemed impaired in 2023. Certain long-lived assets were deemed impaired in 2022. See note 8.

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 2023 and 2022 was \$6,110. The bond issuance costs are presented as a component of long-term debt on the accompanying consolidated statements of financial position.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

2. Summary of Significant Accounting Policies (Continued)

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.

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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

2. Summary of Significant Accounting Policies (Continued)

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, 2023, 2022, and 2021, estimated implicit price concessions of \$871,700, \$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 \$9,020,000 and \$8,099,000 for the years ended August 31, 2023, and 2022, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

2. Summary of Significant Accounting Policies (Continued)

Leases

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-02, *Leases* (Topic 842), which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for Easter Seals NH beginning September 1, 2022. See note 7.

At inception of a contract, Easter Seals NH determines whether that contract is or contains a lease. Easter Seals NH determines whether a contract contains a lease by assessing whether there is an identified asset and whether the contract conveys the right to control the use of the identified asset for a period of time in exchange for consideration. The organization has control of the asset if it has the right to direct the use of the asset and obtains substantially all of the economic benefits from the use of the asset throughout the period of use. This determination is reassessed if the terms of the contract are changed.

Easter Seals NH leases residential and office space (real estate) under non-cancellable operating leases. The carrying value of the organization's right-of-use lease assets is substantially concentrated in its real estate leases. As a practical expedient, Easter Seals NH does not recognize a lease asset or lease liability for leases with a lease term of 12 months or less. In the determination of the lease term, the organization considers the existence of extension or termination options and the probability of those options being exercised.

Leases are classified as operating or finance leases based on the terms of the lease agreement and certain characteristics of the identified asset. Right-of-use assets represent Easter Seals NH's right to use an underlying asset during the lease term and lease liabilities represent the organization's obligation to make lease payments arising from the lease. Right-of-use assets and liabilities are recognized at the commencement date, based on the net present value of fixed lease payments over the lease term. Lease terms include options to extend or terminate the lease when it is reasonably certain that the options will be exercised.

At the lease commencement date, the discount rate implicit in the lease is used to discount the lease liability if readily determinable. If not readily determinable or leases do not contain an implicit rate, Easter Seals NH has made a policy election to use a risk-free rate as the discount rate for all classes of underlying assets.

In addition to rent, the leases may require Easter Seals NH to pay additional amounts for taxes, insurance, maintenance and other expenses, which are generally referred to as nonlease components. For all asset classes, the organization has elected the lessee practical expedient to combine lease and nonlease components and account for the combined unit as a single lease component. Variable nonlease components are treated as variable lease payments and recognized in the period in which the obligation for these payments was incurred.

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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

2. Summary of Significant Accounting Policies (Continued)

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.

As of August 31, 2023, and 2022, Easter Seals NH had recognized a liability of \$531,680 and \$995,184, 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 \$463,504 and \$1,243,067 for the years ended August 31, 2023 and 2022, respectively, in the accompanying consolidated statements of activities and changes in net assets.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

2. Summary of Significant Accounting Policies (Continued)

Increase in Net Assets from Operations

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

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 22, 2023, 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, 2023 and 2022

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, 2023 and 2022 are as follows:

	<u>Original Donor Restricted Gift Maintained in Perpetuity</u>	<u>Accumulated Investment Gains</u>	<u>Total</u>
<u>2023</u>			
Other initiatives	\$1,483,715	\$75,412	\$1,559,127
Operations	<u>3,835,088</u>	<u>—</u>	<u>3,835,088</u>
Total endowment net assets	<u>\$5,318,803</u>	<u>\$75,412</u>	<u>\$5,394,215</u>
<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>

Changes in Endowment Net Assets

During the years ended August 31, 2023 and 2022, Easter Seals NH had the following endowment-related activities:

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	5,327,475
Investment return:	
Investment income, net of fees	13,098
Net appreciation (realized and unrealized), net	14,857
Contributions	59,485
Appropriated for expenditure	<u>(20,700)</u>
Net endowment assets, August 31, 2023	<u>\$5,394,215</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

3. Classification of Net Assets (Continued)

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

	<u>2023</u>	<u>2022</u>
Satisfaction of donor restrictions	\$346,588	\$223,756
Release of appropriated endowment funds	<u>20,700</u>	<u>226,171</u>
	<u>\$367,288</u>	<u>\$449,927</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, 2023 and 2022 are as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total Non- Endowment Net Assets</u>
<u>2023</u>			
Other initiatives	\$ -	\$492,554	\$ 492,554
Operations	<u>40,782,371</u>	<u>164,009</u>	<u>40,946,380</u>
Total non-endowment net assets	<u>\$40,782,371</u>	<u>\$656,563</u>	<u>\$41,438,934</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>

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, 2023 or 2022.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

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>2023</u>	<u>2022</u>
Purpose restriction:		
Other initiatives	\$ 492,554	\$ 466,798
Operations	<u>33,500</u>	<u>47,200</u>
	526,054	513,998
Perpetual in nature:		
Original donor restricted gift amount and amounts required to be maintained by donor	5,323,069	5,307,363
Investments, gains and income from which is donor restricted	75,411	26,757
Beneficial interest in perpetual trust	<u>126,244</u>	<u>130,597</u>
	<u>5,524,724</u>	<u>5,464,717</u>
Total net assets with donor restrictions	<u>\$6,050,778</u>	<u>\$5,978,715</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, 2023 and 2022

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, 2023), comprise the following:

Cash and cash equivalents	\$ 8,218,081
Short-term investments, at fair value	10,230,068
Program and other accounts receivable	14,392,502
Accounts receivable from related entity	1,818,919
Contributions receivable, net	<u>128,919</u>
	34,788,489
Investments, at fair value	<u>13,661,880</u>
	48,450,369
Less: net assets with donor restrictions	<u>(5,924,534)</u>
	<u>\$42,525,835</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, 2023, and 2022, approximately \$9,300,000 and \$10,200,000, respectively, of cash and cash equivalents, and approximately \$10,230,000 and \$10,056,000, 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, 2023 and 2022 are \$155,248 and \$197,962, respectively, net of an allowance for doubtful accounts of \$22,329 and \$17,329, 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, 2023:

2024	\$151,248
2025	2,000
2026	1,000
2027	<u>1,000</u>
	<u>\$155,248</u>

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

August 31, 2023 and 2022

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>2023</u>			
Residential and educational services	\$38,501,744	\$ 678,607	\$ 39,180,351
Community based services	6,884,950	19,231,261	26,116,211
Farnum Center	5,777,281	4,536,689	10,313,970
Family support services	7,460,477	523,748	7,984,225
Senior services	3,362,892	2,529,714	5,892,606
Transportation services	3,733,018	23,193	3,756,211
Outpatient and early support services	1,010,235	2,321,479	3,331,714
Children development services	1,475,783	683,060	2,158,843
Workforce development	2,913,738	27,118	2,940,856
Other programs	<u>1,394,243</u>	<u>3,084,245</u>	<u>4,478,488</u>
	<u>\$72,514,361</u>	<u>\$33,639,114</u>	<u>\$ 106,153,475</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>

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 2023 and 2022 are related to Farnum Center. A breakdown of Farnum Center's revenue reflected in fees and tuition in 2023 and 2022 from major payor sources is as follows:

	<u>2023</u>	<u>2022</u>
Private payors (includes coinsurance and deductibles)	\$1,325,768	\$ 1,633,018
Medicaid	4,132,636	4,279,742
Medicare	5,359	14,237
Self-pay	<u>313,518</u>	<u>24,668</u>
	<u>\$5,777,281</u>	<u>\$ 5,951,665</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

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. In 2023 and 2022, Easter Seals NH received approximately \$4,850,000 and \$1,846,000, respectively, of which approximately \$1,600,000 and \$900,000, 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. Operating Leases

ASC 842 became effective for Easter Seals NH on September 1, 2022 and was adopted using the modified retrospective method for all leases that had commenced as of the effective date, along with certain available practical expedients. The organization elected to adopt the package of practical expedients permitted under the transition guidance within the new standard. The practical expedient package applied to leases that commenced prior to the effective date of the new standard and permits a reporting entity not to: i) reassess whether any expired or existing contracts are or contain leases, ii) reassess the historical lease classification for any expired or existing leases, and iii) reassess initial direct costs for any existing leases. The reporting results for fiscal year 2023 reflect the application of ASC 842 guidance while the historical results for fiscal year 2022 were prepared under the guidance of ASC 840. The adoption of the new standard did not have a significant impact on Easter Seals NH's consolidated statements of activities and changes in net assets and cash flows. The adoption of the new standard resulted in the recording of right-of-use assets and corresponding lease liabilities pertaining to the organization's operating leases on the 2023 consolidated statement of financial position. As of the date of adoption, right-of-use assets and operating lease liabilities totaling approximately \$2,807,000 were established in the consolidated statement of financial position.

Right-of use assets and lease liabilities are reported in the statement of financial position as follows at August 31, 2023:

Assets:	
Operating lease right-of-use assets	<u>\$2,651,831</u>
Liabilities:	
Current portion of operating lease liabilities	\$ 905,606
Operating lease liabilities, net of current portion	<u>1,772,949</u>
Total lease liabilities	<u>\$2,678,555</u>

The components of lease cost and rent expense for the year ended August 31, 2023 are as follows:

Operating lease costs	\$1,292,446
Variable lease costs	<u>96,808</u>
Total lease costs	<u>\$1,389,254</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

7. Operating Leases (Continued)

Lease term and discount rate are as follows at August 31, 2023:

Weighted-average remaining lease term in years	3.87
Weighted-average discount rate	3.38%

As of August 31, 2023, maturities of operating lease liabilities for each of the following five years and a total thereafter were as follows:

2024	\$ 978,007
2025	635,797
2026	513,045
2027	458,164
2028	154,381
Thereafter	<u>115,380</u>

Total future minimum lease payments	2,854,774
Less amounts representing interest	<u>176,219</u>

Total lease liabilities	<u>\$2,678,555</u>
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Total minimum future lease payments (operating leases) of approximately \$67,000 for leases that have not commenced as of August 31, 2023 are not included in the consolidated financial statements, as the organization does not yet control the underlying assets. The leases commence in 2024.

As of August 31, 2022, future minimum operating lease payments prepared under the previous guidance of ASC 840 were 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>

Rent expense under these leases amounted to approximately \$1,200,000 for the year ended August 31, 2022.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

8. Fixed Assets

Fixed assets consist of the following at August 31:

	<u>2023</u>	<u>2022</u>
Buildings	\$ 32,967,092	\$ 32,931,032
Land and land improvements	3,996,635	3,930,144
Leasehold improvements	85,238	77,686
Office equipment and furniture	7,171,383	9,901,651
Vehicles	2,920,866	2,461,097
Construction in progress	<u>1,408,954</u>	<u>439,135</u>
	48,550,168	49,740,745
Less accumulated depreciation and amortization	<u>(19,973,831)</u>	<u>(22,524,502)</u>
	<u>\$ 28,576,337</u>	<u>\$ 27,216,243</u>

Depreciation and amortization expense related to fixed assets totaled \$1,874,934 and \$2,003,836 in 2023 and 2022, respectively.

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. During the year ended August 31, 2023, \$1,075,521 of this grant was utilized. No amounts of this grant were utilized during the year ended 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>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 780,619	\$ 252,648
Marketable equity securities	1,715,335	1,744,099
Mutual funds	22,325,650	22,406,691
Corporate and foreign bonds	346,373	287,951
Government and agency securities	<u>696,259</u>	<u>621,050</u>
	25,864,236	25,312,439
Less: assets limited as to use	<u>(1,972,288)</u>	<u>(1,837,445)</u>
Total investments, at fair value	<u>\$23,891,948</u>	<u>\$23,474,994</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

9. Investments and Assets Limited as to Use (Continued)

The composition of assets limited as to use totaling \$1,972,288 and \$1,837,445 at August 31, 2023 and 2022, 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 \$895,000 and \$645,000 for the years ended August 31, 2023 and 2022, respectively.

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 \$88,000 and \$101,210 to this plan during the years ended August 31, 2023 and 2022, respectively. The assets and liabilities associated with this plan were \$1,972,288 and \$1,837,445 at August 31, 2023 and 2022, 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>2023</u>	<u>2022</u>
Revenue Bonds, Series 2016A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with a Daily Simple Secured Overnight Financing Rate (SOFR)-based variable rate equal to the sum of (a) 65.01% times (b) Daily Simple SOFR plus 0.10% plus 2.45% (5.10% at August 31, 2023), due in annual principal payments increasing from \$51,667 to \$88,333, with an initial mandatory tender date 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. The bonds are amortizing to December 2034 since management, through an available option, has the intent and ability to extend any amounts due at the initial mandatory tender date.	\$ 9,451,664	\$ 10,061,668

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

11. Borrowings (Continued)

	<u>2023</u>	<u>2022</u>
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.47%, annual principal payments continually increasing from \$18,010 to \$33,360 with an initial mandatory tender date 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. The bonds are amortizing to December 2046 since management, through an available option, has the intent and ability to extend any amounts due at the initial mandatory tender date.	\$ 5,416,617	\$ 5,655,563
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 \$104,895 at August 31, 2023.	94,393	174,119
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 \$3,406,856 at August 31, 2023.	1,913,553	1,995,428
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 \$795,155 at August 31, 2023.	527,964	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 \$518,082 at August 31, 2023.	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 \$795,155 at August 31, 2023.	<u>63,245</u>	<u>67,762</u>
	17,959,884	18,978,474
Less current portion	(1,021,877)	(1,016,962)
Less net unamortized bond issuance costs	<u>(94,396)</u>	<u>(100,506)</u>
	<u>\$16,843,611</u>	<u>\$17,861,006</u>

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2024	\$ 1,021,877
2025	1,032,973
2026	1,050,367
2027	1,139,574
2028	1,136,339
Thereafter	<u>12,578,754</u>
	<u>\$17,959,884</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

11. Borrowings (Continued)

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 \$94,393 and eight notes payable totaling \$174,119 at August 31, 2023 and 2022, respectively, which originated under this agreement. Availability under this agreement at August 31, 2023 and 2022 is \$405,607 and \$325,881, respectively.

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 Bloomberg Short Term Bank Yield Index (BSBY) rate plus 2.25% (7.62% at August 31, 2023). In 2023, the maturity date was extended to June 30, 2024. 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, 2023 and 2022.

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.

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

August 31, 2023 and 2022

11. Borrowings (Continued)

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. 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%, and is otherwise deferred until the project is sold or refinanced, or upon expiration or default of the regulatory agreement. The Organization must comply with the terms of the loan to provide housing and related services to low income, nearly homeless families, to defer repayment of principal and interest. The note is secured by the property. A payment of \$3,522 was made in 2023 and no payments were made in 2022.

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 2023 and 2022.

Notes Payable

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 provided 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. 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 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.

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

August 31, 2023 and 2022

11. Borrowings (Continued)**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. Effective 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 67% to LIBOR times 65.01%. Effective April 3, 2023, an amendment to this agreement was executed to change to interest rate charge from 3.62 % to 3.57% and the floating rate from LIBOR times 65.01% to Daily SOFR times 65.01%. In connection with these amendments, the organization applied certain optional expedients in relation to contract modifications provided by FASB ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting* to simplify the accounting analyses for contract modifications. The swap agreement had an outstanding notional amount of \$9,451,664 and \$10,061,668 at August 31, 2023 and 2022, respectively, which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.

The fair value of the above interest rate swap agreement is a liability that totaled \$531,680 and \$995,184 at August 31, 2023 and 2022, respectively, \$15,663 and \$579,174 of which was current at August 31, 2023 and 2022, respectively. During the years ended August 31, 2023 and 2022, net payments required by the agreement totaled \$76,398 and \$338,761, 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, 2023, 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 \$166,882 and \$130,276 for the years ended August 31, 2023 and 2022, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

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.

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, 2023 and 2022.

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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

14. Fair Value of Financial Instruments (Continued)*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.

At August 31, 2023 and 2022, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
2023				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 780,619	\$ -	\$ -	\$ 780,619
Marketable equity securities:				
Large-cap	1,349,552	-	-	1,349,552
International	365,783	-	-	365,783
Mutual funds, open-ended:				
Short-term fixed income	10,656,322	-	-	10,656,322
Intermediate-term bond fund	3,819,947	-	-	3,819,947
High yield bond fund	36,917	-	-	36,917
Foreign bond	18,076	-	-	18,076
Government securities	7,514	-	-	7,514
Emerging markets bond	760,207	-	-	760,207
International equities	1,082,865	-	-	1,082,865
Domestic, large-cap	2,475,781	-	-	2,475,781
Domestic, small-cap	402,404	-	-	402,404
Domestic, multi alt	320,781	-	-	320,781
Real estate fund	100,553	-	-	100,553
Mutual funds, closed-ended:				
Domestic, large-cap	2,049,962	-	-	2,049,962
Domestic, mid-cap	363,413	-	-	363,413
Domestic, small-cap	161,248	-	-	161,248
Commodity	50,245	-	-	50,245
Emerging markets	5,763	-	-	5,763
International equity	13,652	-	-	13,652
Corporate and foreign bonds	-	346,373	-	346,373
Government and agency securities	-	696,259	-	696,259
	<u>\$24,821,604</u>	<u>\$1,042,632</u>	<u>\$ -</u>	<u>\$25,864,236</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

14. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 341	\$ -	\$ -	\$ 341
Marketable equity securities:				
Large-cap	97,009	-	-	97,009
Mutual funds:				
Domestic, fixed income	<u>-</u>	<u>28,893</u>	<u>-</u>	<u>28,893</u>
	<u>\$ 97,350</u>	<u>\$ 28,893</u>	<u>\$ -</u>	<u>\$ 126,243</u>
Liabilities:				
Interest rate swap agreement	<u>\$ -</u>	<u>\$ -</u>	<u>\$531,680</u>	<u>\$ 531,680</u>
<u>2022</u>				
Assets:				
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	<u>-</u>	<u>621,050</u>	<u>-</u>	<u>621,050</u>
	<u>\$24,403,438</u>	<u>\$ 909,001</u>	<u>\$ -</u>	<u>\$25,312,439</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

14. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</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	<u>-</u>	<u>32,651</u>	<u>-</u>	<u>32,651</u>
	<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>

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, 2023 and 2022:

	<u>Interest Rate Swap</u>
Ending balance, August 31, 2021	\$ (2,238,251)
Change in fair value	<u>1,243,067</u>
Ending balance, August 31, 2022	(995,184)
Change in fair value	<u>463,504</u>
Ending balance, August 31, 2023	<u>\$ (531,680)</u>

15. 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 Project is currently nearing completion and is expected to be operational in January 2024. 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 through April 2023 and 79% owned thereafter [see note 1])	0.01%
Limited Partner, Housing New England Fund IV (an unrelated party)	99.99%

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

15. Champlin Place Limited Partnership (Continued)

Capital Contributions

In 2022, Easter Seals NH, as the then 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 2023 consolidated statement of financial position. Champlin Place, Inc. is obligated to make additional capital contributions in the amount of \$150,478, which amounts are expected to be funded in January 2024.

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.

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 recognized 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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

15. Champlin Place Limited Partnership (Continued)

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, 2023, \$8,000 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. At August 31, 2023, Easter Seals NH was owed \$1,818,919 and \$394,316, respectively, by the Partnership, which amount is recorded within accounts receivable from related entity in the accompanying consolidated statements of financial position. The entire amount due at August 31, 2023 was paid subsequent to year end.

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. The administration fee is payable solely if cash flow is available and otherwise the unpaid portion is accrued and payable on a cumulative basis in the first year in which there are sufficient cash flows. No amounts were paid under this agreement in 2023.

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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

15. Champlin Place Limited Partnership (Continued)

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 60th 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.

16. Commitments and Contingencies

Construction Commitments

Easter Seals NH has a committed construction contract totaling approximately \$684,000 at August 31, 2023. A member of the Board of Directors is an executive at the construction company. In September 2023, Easter Seals entered into a committed construction contract totaling approximately \$9,093,000 with an unrelated construction company. There were no committed construction contracts at August 31, 2022.

Contingencies

On September 18, 2020, the *Crime Victims' Rights Enhancement Act of 2020* (Act) was signed into law by the governor of New Hampshire, effectively removing the statute of limitations for filing specified claims in New Hampshire. Over the past year, Easter Seals NH has experienced an increase in notices of potential claims against it which fall under the provisions of the Act. Management of Easter Seals NH has identified insurance policies that they believe will cover any exposure and is working with legal counsel to appropriately respond to claims as they arise. No amounts have been provided in these consolidated financial statements relative to this matter.

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2023

ASSETS

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Eliminations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$ 8,198,636	\$ 500	\$ 18,945	\$ -	\$ -	\$ 8,218,081
Restricted cash	99,784	-	-	-	-	99,784
Short-term investments, at fair value	10,230,068	-	-	-	-	10,230,068
Accounts receivable from affiliates	-	8,602,727	791,071	-	(9,393,798)	-
Accounts receivable from related entity	1,818,919	-	-	-	-	1,818,919
Program and other accounts receivable	12,259,802	1,247,014	885,686	-	-	14,392,502
Contributions receivable, net	127,893	1,013	13	-	-	128,919
Prepaid expenses and other current assets	<u>1,374,153</u>	<u>7,355</u>	<u>23,176</u>	<u>-</u>	<u>-</u>	<u>1,404,684</u>
Total current assets	34,109,255	9,858,609	1,718,891	-	(9,393,798)	36,292,957
Assets limited as to use	1,967,140	5,148	-	-	-	1,972,288
Investments, at fair value	12,898,371	763,509	-	-	-	13,661,880
Investment in related entity	1,742	-	-	-	-	1,742
Other assets	327,763	-	-	-	-	327,763
Intangible assets	736,658	-	-	-	-	736,658
Operating lease right-of-use assets	1,554,452	515,540	581,839	-	-	2,651,831
Fixed assets, net	<u>23,185,728</u>	<u>5,313,522</u>	<u>77,087</u>	<u>-</u>	<u>-</u>	<u>28,576,337</u>
	<u>\$74,781,109</u>	<u>\$16,456,328</u>	<u>\$2,377,817</u>	<u>\$ -</u>	<u>\$(9,393,798)</u>	<u>\$84,221,456</u>

LIABILITIES AND NET ASSETS

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Eliminations</u>	<u>Total</u>
Current liabilities:						
Accounts payable	\$ 5,126,679	\$ -	\$ -	\$ -	\$ -	\$ 5,126,679
Accrued expenses	6,339,691	94,448	812	-	-	6,434,951
Accounts payable to affiliates	9,393,798	-	-	-	(9,393,798)	-
Deferred revenue	2,536,453	-	1,521	-	-	2,537,974
Current portion of operating lease liabilities	556,577	113,485	235,544	-	-	905,606
Current portion of interest rate swap agreement	15,663	-	-	-	-	15,663
Current portion of long-term debt	<u>903,137</u>	<u>118,740</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,021,877</u>
Total current liabilities	24,871,998	326,673	237,877	-	(9,393,798)	16,042,750
Other liabilities	2,207,832	5,148	-	-	-	2,212,980
Interest rate swap agreement, less current portion	516,017	-	-	-	-	516,017
Operating lease liabilities, less current portion	1,012,438	408,330	352,181	-	-	1,772,949
Long-term debt, less current portion, net	<u>12,912,760</u>	<u>3,930,851</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>16,843,611</u>
Total liabilities	41,521,045	4,671,002	590,058	-	(9,393,798)	37,388,307
Net assets:						
Without donor restrictions	27,803,279	11,194,460	1,784,632	-	-	40,782,371
With donor restrictions	<u>5,456,785</u>	<u>590,866</u>	<u>3,127</u>	<u>-</u>	<u>-</u>	<u>6,050,778</u>
Total net assets	<u>33,260,064</u>	<u>11,785,326</u>	<u>1,787,759</u>	<u>-</u>	<u>-</u>	<u>46,833,149</u>
	<u>\$74,781,109</u>	<u>\$16,456,328</u>	<u>\$2,377,817</u>	<u>\$ -</u>	<u>\$(9,393,798)</u>	<u>\$84,221,456</u>

* Includes Champlin Place, Inc.

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>Eliminations</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>Eliminations</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 ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2023

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Eliminations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 845,518	\$ 36,048	\$ 45,308	\$ -	\$ -	\$ 926,874
Special events, net	852,246	32,403	32,435	-	-	917,084
Annual campaigns, net	303,914	63,177	4,226	-	-	371,317
Bequests	<u>141,913</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>141,913</u>
Total public support	2,143,591	131,628	81,969	-	-	2,357,188
Revenue:						
Fees and tuition	59,290,826	5,813,319	7,460,477	-	(50,261)	72,514,361
Grants	28,567,311	4,537,713	534,090	-	-	33,639,114
Gain on extinguishment of debt	750,000	-	-	-	-	750,000
Dividend and interest income	1,464,806	34,433	-	-	-	1,499,239
Rental income	28,892	-	-	-	-	28,892
Intercompany revenue	1,856,432	-	-	-	(1,856,432)	-
Other	<u>134,801</u>	<u>4</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>134,805</u>
Total revenue	<u>92,093,068</u>	<u>10,385,469</u>	<u>7,994,567</u>	<u>-</u>	<u>(1,906,693)</u>	<u>108,566,411</u>
Total public support and revenue	94,236,659	10,517,097	8,076,536	-	(1,906,693)	110,923,599
Operating expenses:						
Program services:						
Public health education	18,834	-	-	-	-	18,834
Professional education	147,597	-	-	-	-	147,597
Direct services	<u>77,804,329</u>	<u>9,985,452</u>	<u>6,821,585</u>	<u>-</u>	<u>(50,261)</u>	<u>94,561,105</u>
Total program services	77,970,760	9,985,452	6,821,585	-	(50,261)	94,727,536

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Eliminations</u>	<u>Total</u>
Supporting services:						
Management and general	\$10,704,871	\$ 1,096,826	\$ 760,752	\$ -	\$ (1,856,432)	\$ 10,706,017
Fundraising	<u>2,213,847</u>	<u>25,441</u>	<u>127,712</u>	<u>-</u>	<u>-</u>	<u>2,367,000</u>
Total supporting services	<u>12,918,718</u>	<u>1,122,267</u>	<u>888,464</u>	<u>-</u>	<u>(1,856,432)</u>	<u>13,073,017</u>
Total functional expenses	90,889,478	11,107,719	7,710,049	-	(1,906,693)	107,800,553
Support of National programs	<u>166,882</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>166,882</u>
Total operating expenses	<u>91,056,360</u>	<u>11,107,719</u>	<u>7,710,049</u>	<u>-</u>	<u>(1,906,693)</u>	<u>107,967,435</u>
Increase (decrease) in net assets from operations	3,180,299	(590,622)	366,487	-	-	2,956,164
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swap	463,504	-	-	-	-	463,504
Net unrealized and realized gains on investments, net	(11,715)	(11,109)	-	-	-	(22,824)
Decrease in fair value of beneficial interest in trust held by others	(4,353)	-	-	-	-	(4,353)
Loss on sales and disposals of fixed assets	<u>11,077</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>11,077</u>
	<u>458,513</u>	<u>(11,109)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>447,404</u>
Total increase (decrease) in net assets	3,638,812	(601,731)	366,487	-	-	3,403,568
Net assets (deficit) at beginning 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>
Net assets (deficit) at end of year	<u>\$33,260,064</u>	<u>\$11,785,326</u>	<u>\$1,787,759</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 46,833,149</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, 2022

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Eliminations</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>Eliminations</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	11,693,729	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 FUNCTIONAL EXPENSES

Year Ended August 31, 2023

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Eliminations</u>	<u>Total</u>
Salaries and related expenses	\$66,392,788	\$ 7,358,091	\$6,006,342	\$ -	\$ -	\$ 79,757,221
Professional fees	11,560,471	2,113,838	830,368	-	(1,856,432)	12,648,245
Supplies	1,736,449	450,352	42,655	-	-	2,229,456
Telephone	607,196	79,626	76,852	-	-	763,674
Postage and shipping	39,002	889	24,532	-	-	64,423
Occupancy	2,727,997	453,018	317,250	-	-	3,498,265
Outside printing, artwork and media	37,877	-	13,089	-	-	50,966
Travel	1,562,364	17,453	193,104	-	(14,221)	1,758,700
Conventions and meetings	174,310	114,459	8,164	-	-	296,933
Specific assistance to individuals	1,533,890	8,451	47,994	-	(36,040)	1,554,295
Dues and subscriptions	48,344	856	319	-	-	49,519
Minor equipment purchases and equipment rentals	242,674	24,460	13,716	-	-	280,850
Ads, fees and miscellaneous	1,033,220	71,759	102,255	-	-	1,207,234
Interest	644,467	146,371	-	-	-	790,838
Depreciation and amortization	1,573,429	268,096	33,409	-	-	1,874,934
Grant expense	975,000	-	-	-	-	975,000
	<u>\$90,889,478</u>	<u>\$11,107,719</u>	<u>\$7,710,049</u>	<u>\$ -</u>	<u>\$(1,906,693)</u>	<u>\$ 107,800,553</u>

* Includes Champlin Place, Inc.

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>Eliminations</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.



2024 Board of Directors

Chairman

Bryan Bouchard

Past Chairman

Andrew MacWilliam

Vice Chairman

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Paul Voegelin

Secretary & General Counsel

Bradford Cook

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Susan Martore-Baker

Tracey Pelton

Richard Rawlings

Nathan Saller

Sanjeev Srinivasan

Tim Wade

Rob Wiczorek

Renee A. Fisher, CTRS/L

Objective

To continue to develop my skills as a leader and therapist in health care and other modalities.

Summary of Qualifications

A highly organized and energetic results-oriented individual with a successful background in administration in long term care and in developmental disability services. Experienced in many aspects of business operations including marketing, purchasing, AR/AP, payroll and human resources, cash flow management and staff supervision.

Work Experience

Senior Vice President of Long Term Supports and Services, Easterseals NH, 555 Auburn Street New Hampshire, 2023 to Present.

Vice President of Community Based Services, Easterseals NH, 555 Auburn Street, Manchester, New Hampshire, 2018 to 2023.

Training Specialist/Project Director, Easterseals NH, 157 Portsmouth Avenue, Stratham, New Hampshire, 2006 to 2018.

Administrator, Partridge House, 777 Lafayette Road, Hampton, New Hampshire, 1999 to 2006.

Director of Recreation Therapy, Seacoast Health Center, 22 Tuck Road, Hampton, New Hampshire, 1991 to 1999.

Marketing Assistant, New Hampshire International Speedway, Loudon, New Hampshire, 1995 to 2018.

Residential Counselor, Fifteen Woodmont Street Group Home, FOR Developmental Resources, Westbrook, Maine, 1988 to 1991.

Residential Counselor, Carleton House Group Home, Goodwill Industries, Portland, Maine, 1989 to 1991.

Third Key Manager, The Lodge, Maine Mall Road, South Portland Maine, 1987 to 1988.

Residential Counselor, Powell Memorial Center, Eagle Lake, Maine, 1987 to 1988.

Related Experience

Treasurer, New England Therapeutic Recreation Association, 1996 to 1998.

President, Activity Coordinator's Council, New Hampshire Health Care Association, 1994 to 1996.

Vice President, Activity Coordinator's Council, New Hampshire Health Care Association, 1992 to 1994.

Education

B.S Degree Program, University of Southern Maine, Portland, Maine. Major: Therapeutic Recreation, September 1986 to May 1991.

National Student Exchange Program, University of Alabama, Tuscaloosa Alabama. Major: Therapeutic Recreation, August 1988 to May 1989.

High School Diploma, Ashland Community High School, Ashland, Maine. September 1982 to June 1986.

Honors and Certificates

Recreation Therapist Licensed, State of New Hampshire, Office of Allied Health Professionals, 2008 to Present.

NCTRC Certified, 1991 to Present.

Direct Support Professional Certified, College of Direct Support, 2010 to Present

Red Cross CPR/FA Certified, August 1991 to Present.

Activity Director Certified, NCCAP. 1993 to 2003.

Dean's List, University of Southern Maine, Spring 1987 to 1991. University of Alabama, 1988 to 1989.

National Honor Society, Ashland Community High School, 1983 to 1986.

Present Professional Affiliations

Member, New England Therapeutic Recreation Association.

Member, American Therapeutic Recreation Association.

References Available Upon Request

Heather Stice

Education:

Rivier College December, 2005

Nashua, NH

Bachelors of Arts in Psychology with a Minor in Sociology

- Participated in the New England Undergraduate Sociological Conference on April 1, 2005.

Experience:

Director of Home Health Services and Patient Services: Easterseals NH March 2023-present

Responsibilities:

- Plans, organizes, staffs, directs and evaluates program operation activities such as logistical operations, performance measurement and reporting, management of community provider relationship and business development opportunities, program review, continuous quality improvement, staff evaluation and accountability.
- Manages a team process to foster a cooperative working environment and maintains an environment that attracts, motivates and retains qualified professionals.
- Provides direct supervision to the Senior Community Health Nurse who is responsible and accountable for supervision of nursing services providing in home nursing visits to individuals and older adults in the community to ensure health and safety and medical care coordination along with additional responsibilities related to supervisory and business development activities.
- Provides consultation and facilitation for staff involved in strategic initiatives and priority projects. Assists in problems solving.
- Manages fiscal operations including budget development and authorization of expenditures according to the budget. Monitors program financial health and makes appropriate recommendations.
- Identifies problem areas in attempt to maximize customer service and total quality improvements.
- Develop, implement and direct public relations and communications strategies that increase public awareness and utilization. Identify and develop external marketing/business opportunities related to Homemakers and Health Services.

Director of Residential Services for CBS: Easterseals NH July 2015-March 2023

- Responsible for oversight and supervision of staffed residence programs including non ITS and ITS (Intensive Treatment Services) programs. Currently responsible for oversight of 3 medical model homes and two other staffed residence programs.
- Provide support and oversight of Program Managers directly overseeing staffed residences.

Heather Stice

- Provide leadership and support to our Direct Support Associates as needed.
- Maintain and build relationships with all 10 area agencies statewide.
- Create, maintain, balance, and speak to individual staffed residence budgets. This involves making sure each home meets budget and assisting Program Managers in proper management of overtime.
- Work directly with Easterseals Clinical Team in making sure individuals are provided with wrap around supports necessary for successful treatment progress
- Participate in monthly Leadership and Fiscal meetings.
- Plan and lead monthly Program Manager meetings.

State Director/Senior Program Director for NH Adult Services: LifeShare Management Group May 2013-July 2015

- Direct oversight of 3 Regional offices.
- Responsible for the oversight of over 80 homes in NH.
- Responsible for oversight of 8 Associate Directors.
- Responsible for oversight of over 100 direct support staff.
- Responsible for oversight of NH state nurse.
- Provide support and guidance to all NH Managers.
- Function as a liaison for each office and also between LifeShare and Area Agencies..
- Maintain and build relationships with 5 funding sources (Regions 1, 4, 7, 8, and 10).
- Maintain and balance NH state budget.
- Calculate and request specialty service funding from area agencies which includes behavioral and nursing supports.
- Troubleshoot problems as they occur and make quick decisions.
- Assist managers in ensuring all individual programs and provider files are compliant with state regulations.
- Prepare and participate in bi-annual Performance and Quality Improvement presentations.
- Participate in quarterly Human Rights Committee and Peer Review Committee meetings.
- Work in conjunction with the Human Resources Department in hiring new management, Nurse Trainers, Direct Support Staff, and finding good quality Home Care Providers.
- Provider training as necessary.

Regional Director: LifeShare Management Group May 2012- May 2013.

- Build and maintain development of regional programs (Day, Residential, Whole Life, and School District).
- Balance and maintain regional budgets.
- Create and propose budgets for new programs to area agencies.
- Direct oversight of all Associate Directors in region.

Heather Stice

- Maintain and build on relationships with Area Agencies, guardians, and the individuals we provide services to.

Associate Director: LifeShare Management Group March 2011-May 15 2012.

- Management oversight of Residential, Day and Whole Life programs which support adults who have developmental disabilities.
- Maintain compliance per NH state regulations (507, 521 525, 1001, and 1201's)
- Maintain superb relationship with parents, guardians, funding sources, etc.
- Prepare and attend all Annual Service Agreement Meetings.
- Report monthly on each individual's progress in meeting their service agreement goals.
- Direct oversight of Direct Support Staff. This includes staffing and creating the weekly schedule.

Program Manager: LifeShare Management Group December 2008- March 2011.

- Duties of a program manager are similar to those of an Associate Director, but more guidance is provided by direct supervisor.

Life Coach: Life Share Management Group April 2008- December 2008

- Direct Support to adults with developmental disabilities assisting in community involvement, obtaining employment and volunteer work, assistance with ADL's, community socialization, etc.

Private Nanny: May 2004- June 2008

Field Experience:

Service Learning: Project with Ash Street Homeless Shelter Nashua, NH.

Skills:

- Computer skills: Microsoft Excel, PowerPoint, Works, Word and SPSS.
- Electronic database systems: Therap, Relias, Egnyte, Lauris, MITC, Teams, Zoom, Salesforce, and Airslate.

Management Approach: Management is a leadership role in which building people up and encouraging them to work as a team is essential. Proper oversight, communication, and accountability are key elements in being a successful leader.

"As we look ahead into the next century, leaders will be those who empower others" –Bill Gates

BRANDI CHAGNON

Passionate for assisting those in need and always up for a new challenge.

My diverse background in non-profit enhances my ability to assist my clients in the best possible way and provide them with the best resources for their success.

I am goal driven, compassionate and ready to go the extra mile for my clients, colleagues and partners in the area of New Hampshire nonprofits.

EXPERIENCE

JULY 2020 – PRESENT

REGIONAL CARE COORDINATOR, EASTERSEALS NH

Provide assessment and care coordination to meet at home needs for eligible consumers. Ensure compliance with all regulations, standards and policies. Coordinate all aspects of marketing for the assigned territories with the goal of maintaining a full and growing consumer and provider base. Provide direct supervision 60 staff daily.

OCTOBER 2015-JULY, 2020

CARE COORDINATOR, EASTERSEALS NH

Provide comprehensive needs assessment for eligibility into the program and provide other assessments as deemed appropriate. Develop and maintain consumer care plans. Supervise assigned workers. As deemed necessary, assist with recruitment, training, and hiring. Establish rapport with families, consumers, and caregiver support systems as needed.

MAY 2011-OCTOBER 2015

COMMUNITY SERVICES MANAGER, CAPSC

Prepare and manage federal LIHEAP, EAP, Weatherization and Senior Transportation budgets. Supervise and train staff on new tools, resources and programs to maintain the highest level of client satisfaction. Established and maintain professional rapport with representatives from the Office of Energy and Planning, various political officials, and local welfare office directors

MAY 2008-MAY 2011

SITE DIRECTOR, ROCKINGHAM COMMUNITY ACTION

Served residents in 12 surrounding towns with resources to achieve self-sufficiency. Compiled and tracked all clients that utilize any form of service in the outreach center. Tracked and reported all funding, revenue and budgets for the center on a monthly basis. Worked directly with clients to assist them in achieving self-sufficiency; provide resources for success

Enlightened key community partners to RCA's mission and role in the community by reaching out and providing knowledge about all CAP related programs at any given opportunity

MARCH 2006 – MAY 2008

VOCATIONAL RESOURCE SPECIALIST, ROCKINGHAM COMMUNITY ACTION

Assisted former TANF recipients to achieve job advancement and retention and prevent recidivism and reliance on public assistance.

Maintained awareness of community resources and referring agencies to better assist clients in need.

Maintained and updated monthly reports using extensive Microsoft Excel spreadsheets.

EDUCATION

MAY 2004

BA CHILDHOOD STUDIES, PLYMOUTH STATE UNIVERSITY

- PSU Class of 2004 Vice President
- PSU Top 20 Outstanding Senior Award
- 2004 Outstanding Senior Women Award

COMMITTEES AND INVOLVMENT

- Certified Dementia Practitioner (CDP) expires 12/1/23
- 2016-present, Seacoast Walk to End Alzheimer's Committee, Logistics Chair.
- 2015-present-Member, Seacoast Women's Network; Dinner committee Chair.
- 2015-present- Member, Seacoast Providers Networking Group
- 2006-2015 Volunteer, Star Island Corporation

Shannon C. Jeski

EDUCATION:

<i>Institution</i>	<i>Discipline</i>	<i>Dates Attended</i>
New Hampshire Technical Institute	Business Management	Sept 2004 – May 2006
Manchester Community College	Nursing	Sept 2012-May 2014
SNHU	Nursing	Sept 2018 - Present RN to MSN Program

PROFESSIONAL CREDENTIALS:

Nursing Licensure-RN	#069887-21, Issued: 6/2014
Certification	Certified BLS for Healthcare Providers 2010-Present
Certification	Certified Therapeutic Crisis Intervention 2016
Certification	Certified Pediatric Vaccine Manager through State of NH Immunization Program and Concord Hospital 2015
	Tuberculosis Screening Specialist Course through Concord Hospital 2015
	Pulmonary Function Test Training and Completion 2015

WORK EXPERIENCE:

Easterseals NH & VT - Manchester, NH

Senior Community Health Nurse

January 2023 - Present

- Perform an initial assessment of the client by providing a nursing diagnosis.
- Design and implement a care plan evaluating the outcomes.
- Provide for the emotional, physical and spiritual needs of clients.
- Counsel and provide health teaching to clients.
- Provide for the safety of clients.
- Administer medications, to include parenteral therapy, report pertinent clinical assessment findings to the physician, and collaborate with physicians and other disciplines in case management.
- Record client data utilizing computerized documentation systems in a timely manner per Agency policy.
- Collaborate with Intake Staff for client needs in the home.
- Conduct on-going training of home health aides and as needs arise.
- Assist with on-going Agency health status monitoring and documentation for federal and/or state regulatory requirements.
- Assist in coordinating Home Health Services with other community agencies.
- Provide field orientation experiences and related instruction when requested

Amedysis - Bedford, NH

Home Hospice Registered Nurse

July 2022 - January 2023

Duties:

- Develop and utilize patient's plan of care to maintain continuity
- Complete Hospice program admissions and conduct frequent follow up visits to current patients assessing all physical and mental health needs
- Initiate appropriate palliative nursing, administering medications and treatments per patient's plan of care
- Collaborate with physicians and community resources to meet patient's changing status needs
- Pronounce time of death, complete death certificates, coordinate with funeral homes and family, complete post mortem care.
- Document all patient information in company EMR
- Complete all necessary documentation required by Medicare

Merrimack Valley Middle School – Penacook, NH

School Nurse

July 2018- June 2022

Duties:

- Provide healthcare to students and staff
- Perform health screenings
- Coordinate referrals to private healthcare providers
- Serve as liaison between school personnel, family, and community healthcare providers to ensure a healthy school environment
- Develop plans for student care based on assessment, interventions, and identification of outcomes, and the evaluation of care
- Serve as consultants with other school professionals, such as food service personnel, physical education teachers, coaches, and counselors
- Provide health-related education to students and staff in both individual and group settings
- Monitor immunizations, managing communicable diseases, and assessing the school environment as to prevent injury and ensure safety
- Oversee infection control measures
- Actively participate in school safety plans that address school violence, bullying, and emergencies that may occur at school
- Oversee medication administration, health care procedures, and the development of healthcare plans
- Oversee vision, hearing, body mass index, and mental health screening procedures
- Make decisions related to the delegation of healthcare tasks as directed by state laws and professional practice guidance
- Provide health advice to school educational teams, such as the Committee on Special Education and the Individualized Educational Plan (IEP) team
- Assist families with locating outside care and obtaining health insurance

Camp Birch Hill

Residential Camp Nurse – Infirmary Supervisor – New Durham, NH

June 2016 – Present

Duties:

- Ensure each staff member and camper has on file a health history and examination form, as required, and review with families as needed.
- Set up and run a system of health screenings for arriving campers and staff including individual lice checks and medication review.
- Organize all camper medication and develop “dispensing system” with Boys’ and Girls’ medication binders with instructions.
- Conduct inventory of supplies and place orders when needed.
- Establish and follow appropriate medical routines, including record keeping in daily medical log, disposal of medical waste, managing and safeguarding medications, and utilizing approved standing orders.

- Make appointments, when necessary, with medical/dental offices in the local community.
- Check, maintain, and issue first aid kits when needed.
- Keep accident/incident reports that can be used for risk-management assessment, log when completed in camper medical record.
- Assess and treat injured campers or staff and determine need for outside assessment from Urgent Care Center or ER.
- Evaluate and determine campers who need to spend night at the infirmary for monitoring and treatment and contact parents to inform when necessary.
- Counsel and support campers and staff who are experiencing feelings of being "homesick"
- Bridge the gap between basic medical knowledge and calling 911 to reduce unnecessary emergency calls and visits.

St. Paul's School - Concord, NH

School Nurse

July 2017 – February 2020

Duties:

- Assess and treat acute and chronic conditions for all students, ranging in age from 13 - 19 years old
- Administer, track inventory and monitor medication compliance of all prescribed and PRN medications
- Assist MD with minor procedures in office such as sutures and toenail removals
- Frequent and thorough communication via phone and email with parents and guardians of students
- Schedule outside appointments with specialists for students on an as needed basis
- Draw blood as directed for all ordered lab tests
- Determine student need for mental health counseling and establish with one of the in-house counselors
- Perform frequent assessments and as needed treatments to all inpatients
- Track and administer vaccines as scheduled per the CDC and State of NH guidelines.
- Perform urine drug screening and breathalyzer tests as needed
- Educate students as needed on a range of topics including hygiene, mental health, drugs and alcohol, medication compliance etc.
- Ensure compliance with procedures and protocols per State of NH guidelines and school manual
- Act as a liaison between the school, home, primary care provider and other community agencies.
- Perform vision, hearing, height and weight screenings of each student, annually and as needed, as well as developing report for parents and making referrals if necessary
- Check, maintain, and issue first aid kits for all mission trips

Strafford Learning Center - John Powers School -Somersworth, NH

School Nurse

February 2015 – July 2017

Duties:

- Ensured compliance with procedures, protocols, and other instructions provided by the State of NH, division manuals and protocols.
- Administered and kept electronic inventory of medication for students and staff, including all daily and PRN medications.
- Assessed and treated all acute injuries, sickness and concerns for students and staff
- Monitored all student restraints to ensure safety of both student and staff, assessed possible injury post restraint, as well as providing emotional support throughout.
- Attended counseling and physician appointments with students and their families
- Assisted families with any resources they may have needed to achieve mental and physical health of all family members.
- Prepared and maintained student electronic medical records.
- Reviewed current and incoming student records to ensure up to date on immunizations according to New Hampshire Immunization Requirements.
- Developed individual healthcare plans for students with medical conditions and diagnoses on a case by case basis.
- Evaluated each student need regarding hygiene, nutrition, mental health, physical health, medications etc. and intervened/educated as needed
- Acted as a liaison between the school, home, health department professionals, and other community agencies.
- Performed vision, hearing, height and weight screenings of each student, annually and as needed, as well as developing report for parents and making referrals if necessary.

Concord Hospital - Family Physicians of Pembroke

Clinical Practice Nurse/RN Pediatric Vaccine Manager

July 2014 – August 2016

Duties:

- Engaged in caring relationships with patients, families, and caregivers, while working collaboratively with the health care team.
- Completed scheduled and walk-in nurse visits for such treatments and conditions such as blood pressure monitoring, Pulmonary Function Testing, Vitamin B12 injections, wound care, chronic condition follow-up and education, insulin and Lovenox injection teaching, extensive birth control discussion, teaching, demonstration and administration, STD teaching and

discussion, phlebotomy for physician ordered blood tests, EKG's, oxygen administration and suture removals.

- Triaged patient phone calls providing appropriate and accurate home care advice, scheduling of appointments and directing for emergency care as needed.
- Established priorities in organizing medical responsibilities while maintaining efficient patient flow.
- Assessed clinical data reflective of the patient's health status and interpreted information needed to identify each patient's requirements relative to his/her specific needs.
- Performed both physical and psychosocial assessments based on patient presentation and complaint of problem.
- Used sound clinical judgments while performing nursing interventions.
- Appropriately formulated plan of care per evidence-based practice guidelines, and evaluated outcomes of care.
- Administered prescribed medications including antibiotics, pain relievers, nebulizer treatments, asthma medications and insulin to patients in need.
- Administered vaccines, and injections as needed according to medical guidelines and physician recommendation.
- Provided quality, individual education related to disease process, diagnosis, medications, risk factors, etc.
- Researched and worked in collaboration with patient's insurance company to ensure coverage of medically necessary medications and procedures.
- Provided continuous follow-up, education and intervention for patients with chronic conditions.
- Documented all health information, interventions, and outcomes into the patient's electronic medical record.
- Assisted physicians with minor surgeries in office including toenail removals and skin biopsies.
- *Primary Pediatric Vaccine Manager duties included:
 - Maintained inventory and ordering of all vaccines
 - Reviewed all vaccines given to pediatric population to ensure correct dose and procedure used
 - Discussed importance of vaccines with families as needed
 - Assisted parents with scheduling of vaccines for pediatric patients
 - Continuous training and certification through the New Hampshire Immunization Program

PROFESSIONAL MEMBERSHIPS:

National School Nurse Association 2016- Present ID#127082

National Student Nursing Association, 2012-Present

Attended National Nurse Association Annual Convention

2013-Charlotte, NC

2014-Nashville, TN

Jean M. Lanciano

Objective

To succeed in an environment of growth and excellence, earn a job which provides me job satisfaction and self- development, and helps me achieve personal as well as organizational goals.

Professional Accomplishments

Quality Improvement Specialist

- Responsible for ensuring compliance with regulations set by federal and state governments
- Responsible for Electronic Visit Verification Software Implementation and roll out in phases
- Responsible for managing and distributing PPE, iPads, and other assets

Senior Services Project Director

- Manage services for AOA Innovative Solutions ADRD Grant (start-up program)
- Provide supervision (direct and indirect) to project staff
- Work with Program Director and Project Evaluator to ensure accurate data and reporting.
- Ensure Temporary Financial Assistance funds are leveraged and resourced effectively.

Interim Executive Director

- Responsible for strategic planning of short term and long-term agency goals (including merger of agency and services to a similar and financially stable company).
- Supervision of resource development and financial needs
- Supervision and oversight of all staff
- Supervision of the accuracy and integrity of the organizations financial information, reporting and disclosure requirements, internal controls and management information systems

Operations Director

- Responsible for day-to-day human resource management
- Responsible for day-to-day maintenance management.
- Responsible for IT oversight
- Supervision of Medical Day Out Program
- Supervision and oversight of administrative staff

Quality Assurance Coordinator

- Responsible for billing quality for non-profit home health agency
-

Jean M. Lanciano

- Responsible for ensuring compliance with regulations set by federal and state governments
- Develop policy and procedures to ensure quality care and accuracy of billing
- Track and reconcile all State Funded grants for the Agency
- Supervision of Medical Records Staff

Information Technology

- Coordinate installation, maintenance, and repairs of the Agency's network system
- Plan, coordinate, and implement security measures to safeguard network and information in server files
- Provide support and training to clinicians and other users concerning their access to the network, various software programs, and other equipment
- Work with outside vendors to research, identify, and evaluate technical equipment needs and make recommendations to the CEO

Electronic Protected Health Information Security Officer

- Ensure that privacy information is protected by performing audits, and ongoing evaluation of equipment and Agency network
- Provide ongoing education to staff regarding HIPAA regulations
- Develop and maintain access profiles for software access, network access, and telecommunications systems

Customer Service

- Provide excellent customer service in my full-time job at The Homemakers as well as my part time job at Walmart
- Communicate and collaborate with other team members to ensure excellent customer service
- Mentor and train new cashiers

Transferable Skills

- Honest, dependable, reliable, fast learner, hard worker, trustworthy, innovative, multitasker, team player, common sense
- Can work independently to meet deadlines or can work easily as part of a team
- Able to multitask and handle multiple demands in a fast-paced work environment
- Able to reason with, calm down, and satisfy difficult customers
- Proficient with Office 2010, Electronic Medical Records Software, and various other home health related software

Employment History

Jean M. Lanciano

09/01/2018-present	Project Director/QIS	Easter Seals
12/29/1992-08/31/18	Interim Director/Operations Director and EPHI Security Officer	The Homemakers Health Services, Rochester, NH
11/06/2008-03/19/19	Cashier	Walmart, Rochester, NH

Education

1982-1983	Post-Grad Business Management Studies	MacIntosh College, Dover, NH
June 1981	High School Diploma	Farmington High School, Farmington, NH

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Easter Seals NH, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Renee Fisher	Sr VP of Long Term Supports/Svs	\$0.00	\$147,628.16
Heather Stice	Director, HHS	\$0.00	\$82,250.00
Brandi Chagnon	Regional Care Coordinator, HHS	\$0.00	\$58,701.18
Shannon Jeske	Senior Community Health Nurse	\$0.00	\$85,696.00
Jean Lanciano	Quality Improvement Specialist	\$0.00	\$60,320.00
		\$0.00	\$0.00
		\$0.00	\$0.00

GAC

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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 CommissionerMelissa A. Hardy
Director105 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 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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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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
		Total:	\$12,091,794.44	\$240,937.30	\$12,332,731.74	

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.

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

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 Soals

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 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 III-B, 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 III-B-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title III-B-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 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
Ck

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, DLTS

Easter Seals New Hampshire, Inc.

6/6/2023
Date

DocuSigned by:
Cathy Kuhn
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
Total Direct Costs	\$13,636
Total Indirect Costs	\$1,364
TOTAL	\$15,000

Contractor Initials ds
 Date 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
Total Direct Costs	\$13,636
Total Indirect Costs	\$1,364
TOTAL	\$15,000

Contractor Initials
 Date 6/6/2023

DS
 Ck

JUN15'22 PM 3:00 RCVD



Lori A. Shibaette
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
		Total:	\$11,347,242.44

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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.

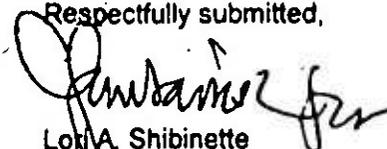
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, 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. Shbinette
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
Technical												
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
TOTAL POINTS	100	91	89	87	87	83	62	62	62	58	99	99

<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 & 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-03)

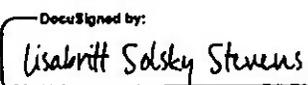
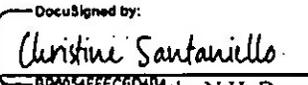
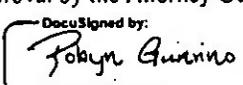
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

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 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:  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:  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:  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

LSS

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, 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 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

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Health Care Providers or NH Administrative Rule He-P 822, Home Care Service Provider Agencies, as applicable.

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

1.7. Home Health Aide Services

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

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

1.8. Service Administration

1.8.1. Access to Services

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

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

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

1.8.2. Client Request and Application for Services

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

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

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

1.8.3. Client Eligibility Requirements for Services

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

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

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

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

1.8.4. Client Assessments and Service Plans

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

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1.8.5. Person Centered Provision of Services

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

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

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

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

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

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

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

1.8.5.1.7. Individual's rights are affirmed and protected.

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

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

1.8.6. Client Fees and Donations

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

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

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

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

1.8.8. Referring Clients to Other Services

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

1.8.9. Client Wait Lists

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

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

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

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

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

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

1.8.9.4.2. The name of the service being requested.

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

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

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

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

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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


6/6/2022

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

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 3.3.3.1. Brochures.
- 3.3.3.2. Resource directories.
- 3.3.3.3. Protocols or guidelines.

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3.3.3.4. Posters.

3.3.3.5. Reports.

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

4. Records

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

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

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

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

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

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 58.8% Federal funds,
 - 1.1.1. 5.5% Older Americans Act Title III-B, as awarded on April 27, 2022, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS.
 - 1.1.2. 53.3% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR
 - 1.2. 41.2% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. 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 or mailed to:

Financial Manager
Department of Health and Human Services

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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 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 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

- 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	8,567	\$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	8,567	\$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	\$ -

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 ISS
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 Solsky Stevens

Name: LISABRITT SOLSKY 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 (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: 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

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 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: 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

- 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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Contractor Initials

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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Date 6/6/2022



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

Easter Seals New Hampshire

The State of:

Name of the Contractor

Christine Santaniello

Lisabritt Solsky Stevens

Signature of Authorized Representative

Signature of Authorized Representative

Christine Santaniello

Lisabritt Solsky Stevens

Name of Authorized Representative
Associate Commissioner

Name of Authorized Representative

Title of Authorized Representative

Chief Growth officer

Title of Authorized Representative

6/7/2022

6/6/2022

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: 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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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.

1. The DUNS number for your entity is: 085573467
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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Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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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.

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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

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 #2**

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), as amended on June 28, 2023 (Item #62), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,596,952.00
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 59.04% Federal funds:
 - 1.1.1. 6.97% 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, ALN 93.044, FAINs 2201NHOASS and 2301NHOASS;
 - 1.1.2. 50.60% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, ALN 93.667, FAIN 2101NHSOSR; and
 - 1.1.3. 1.47% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supporting Services, ALN 93.044, FAIN 2101NHSSC6.
 - 1.2. 40.96% General funds.
4. Modify Exhibit C, Payment Terms, Section 3, lead in paragraph only, to read:
 3. Reimbursement shall be made at a per unit rate in accordance with Exhibits C-1, Amendment #2, Rate Sheet, through Exhibit C-3, Amendment #2, Rate Sheet.
5. Modify Exhibit C-1, Rate Sheet, by replacing it in its entirety with Exhibit C-1, Amendment #2, Rate Sheet, which is attached hereto and incorporated by reference herein.
6. Modify Exhibit C-2, Rate Sheet, by replacing it in its entirety with Exhibit C-2, Amendment #2, Rate Sheet, which is attached hereto and incorporated by reference herein.
7. Modify Exhibit C-3, Rate Sheet, by replacing it in its entirety with Exhibit C-3, Amendment #2, Rate Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, 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

4/29/2024
Date

DocuSigned by:
Melissa Hardy
1323A24049DF485

Name: Melissa Hardy
Title: Director, DLTSS

Lakes Region Community Services Council

4/29/2024
Date

DocuSigned by:
Rebecca L. Bryant
1060FE9378DC4E0

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

4/30/2024

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-1, Amendment #2, Rate Sheet

Adult In-Home Care - Lakes Region Community Services (Belknap)

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	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$0.00
	Subtotal	39,110		\$469,320.00

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	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	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$0.00
HCBS ARP In Home Services	1/2 Hour	0	\$12.00	\$0.00
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	39,110		\$469,320.00

7/01/2024 through 06/30/2025 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	25,088	\$16.00	\$401,408.00
Title IIIB In Home Services	1/2 Hour	4,244	\$16.00	\$67,904.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.58	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	29,332		\$469,312.00

7/01/2025 through 06/30/2026 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	25,088	\$16.00	\$401,408.00
Title IIIB In Home Services	1/2 Hour	4,244	\$16.00	\$67,904.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.58	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	29,332		\$469,312.00
	Overall Total	136,884		\$1,877,264.00

DS
RLB

Contractor Initials: _____
Date: 4/29/2024

Exhibit C-2, Amendment #2, Rate Sheet

Adult In-Home Care - Lakes Region Community Services (Grafton)

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	6,400	\$12.00	\$76,800.00
Title IIIB In Home Services	1/2 Hour	305	\$12.00	\$3,660.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$0.00
	Subtotal	6,705		\$80,460.00

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	6,400	\$12.00	\$76,800.00
Title IIIB In Home Services	1/2 Hour	305	\$12.00	\$3,660.00
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	0	\$12.00	\$0.00
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	6,705		\$80,460.00

7/01/2024 through 06/30/2025 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	4,300	\$16.00	\$68,800.00
Title IIIB In Home Services	1/2 Hour	229	\$16.00	\$3,664.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.58	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	4,529		\$72,464.00

7/01/2025 through 06/30/2026 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	4,300	\$16.00	\$68,800.00
Title IIIB In Home Services	1/2 Hour	229	\$16.00	\$3,664.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.58	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	4,529		\$72,464.00
	Overall Total	22,468		\$305,848.00

Exhibit C-3, Amendment #2, Rate Sheet

Adult In-Home Care - Lakes Region Community Services (Sullivan)				
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	7,605	\$12.00	\$91,260.00
Title III B In Home Services	1/2 Hour	1,574	\$12.00	\$18,888.00
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
	Subtotal	9,179		\$110,148.00
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	7,605	\$12.00	\$91,260.00
Title III B In Home Services	1/2 Hour	1,574	\$12.00	\$18,888.00
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	0	\$12.00	\$0.00
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	9,179		\$110,148.00
7/01/2024 through 06/30/2025 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	3,461	\$16.00	\$55,376.00
Title III B In Home Services	1/2 Hour	1,181	\$16.00	\$18,896.00
Title III B Home Health Aide	1/2 Hour	0	\$16.58	\$0.00
Title III B Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	4,642		\$74,272.00
7/01/2025 through 06/30/2026 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	3,461	\$16.00	\$55,376.00
Title III B In Home Services	1/2 Hour	1,181	\$16.00	\$18,896.00
Title III B Home Health Aide	1/2 Hour	0	\$16.58	\$0.00
Title III B Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	4,642		\$74,272.00
	Overall Total	27,642		\$368,840.00

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: 0006665914



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of April A.D. 2024.

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

David M. Scanlan
Secretary of State



Engage. Empower. Inspire.

CERTIFICATE OF AUTHORITY

I, Lynn Hilbrunner, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Lakes Region Community Services Council.

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 17, 2024, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That **Rebecca L. Bryant** is duly authorized on behalf of Lakes Region Community Services Council 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: April 17, 2024

A handwritten signature in black ink, appearing to read "Lynn Hilbrunner", is written over a faint circular stamp.

Signature of Elected Officer
Name: Lynn Hilbrunner
Title: LRCS Board Secretary

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Engage. Empower. Inspire.

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

LAKES REGION COMMUNITY SERVICES **COUNCIL, INC.**

**FOR THE YEARS ENDED
JUNE 30, 2023 AND 2022
AND
INDEPENDENT AUDITORS' REPORT AND
REPORTS ON COMPLIANCE AND
INTERNAL CONTROL**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

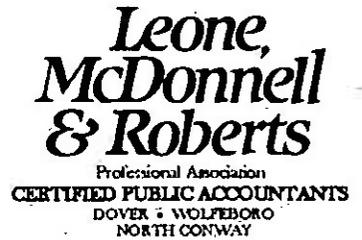
CERTIFIED PUBLIC ACCOUNTANTS

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

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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, 2023 and 2022, 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, 2023.

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, 2023 and 2022, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2023 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 20-22 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 January 15, 2024, 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, 2022 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 12, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Leone McDonnell & Roberts,
Professional Association*

Wolfeboro, New Hampshire
January 15, 2024

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2023 AND 2022**

	<u>ASSETS</u>	
	<u>2023</u>	<u>2022</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 4,641,758	\$ 6,389,493
Certificates of deposit	303,154	-
Accounts receivable:		
Medicaid	2,241,781	1,766,274
Other, net of allowance for doubtful accounts of \$50,000 at June 30, 2023 and 2022	235,754	248,249
Prepaid expenses	31,675	238,869
Total current assets	<u>7,454,122</u>	<u>8,642,885</u>
PROPERTY AND EQUIPMENT, NET	<u>3,135,440</u>	<u>3,012,704</u>
OTHER ASSETS		
Due from affiliates, net	197,428	112,783
Deposits	35,779	35,779
Right-of-use asset, operating	158,675	-
Total other assets	<u>391,882</u>	<u>148,562</u>
Total assets	<u>\$ 10,981,444</u>	<u>\$ 11,804,151</u>
	<u>LIABILITIES AND NET ASSETS</u>	
CURRENT LIABILITIES		
Accounts payable	\$ 1,410,935	\$ 1,197,843
Current portion of operating lease liability	70,115	-
Accrued salaries, wages, and related expenses	272,611	629,977
Accrued earned time	323,901	326,707
Refundable advances	814,106	1,640,567
Other accrued expenses	92,360	121,192
Total current liabilities	<u>2,984,028</u>	<u>3,916,286</u>
LONG-TERM LIABILITIES		
Operating lease liability, net of current portion shown above	<u>88,560</u>	<u>-</u>
Total liabilities	<u>3,072,588</u>	<u>3,916,286</u>
NET ASSETS		
Without donor restrictions	6,807,730	6,736,576
With donor restrictions	1,101,126	1,151,289
Total net assets	<u>7,908,856</u>	<u>7,887,865</u>
Total liabilities and net assets	<u>\$ 10,981,444</u>	<u>\$ 11,804,151</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2023</u>	<u>2022</u>
CHANGES IN NET ASSETS				
Revenues				
Program fees	\$ 1,521,510	\$ -	\$ 1,521,510	\$ 1,398,521
Medicaid	26,006,636	-	26,006,636	25,205,436
Client resources	152,485	-	152,485	127,642
Other third party payers	-	-	-	1,173
Public support	740,362	-	740,362	723,869
Private foundations	84,532	-	84,532	45,947
Production/service income	86,290	-	86,290	86,840
Investment	41,091	-	41,091	2,796
State of New Hampshire - DDS	1,359,148	-	1,359,148	1,366,441
Management fees	54,400	-	54,400	14,400
Other	1,509,606	-	1,509,606	1,607,539
Total revenues	<u>31,556,060</u>	<u>-</u>	<u>31,556,060</u>	<u>30,580,604</u>
Expenses				
Program services				
Service coordination	1,399,564	-	1,399,564	1,365,412
Day programs	2,281,985	-	2,281,985	2,420,747
Early intervention	764,001	-	764,001	688,117
Enhanced family care	3,756,282	-	3,756,282	3,366,605
Community options	162,093	-	162,093	192,798
Community residences	13,480,316	-	13,480,316	12,686,886
Transportation	40,850	-	40,850	44,220
Family support	5,560,738	-	5,560,738	5,030,128
Other programs	1,638,198	-	1,638,198	1,701,785
Supporting activities				
General management	2,189,327	50,163	2,239,490	2,599,368
Fundraising	211,552	-	211,552	143,925
Total expenses	<u>31,484,906</u>	<u>50,163</u>	<u>31,535,069</u>	<u>30,239,991</u>
CHANGE IN NET ASSETS	71,154	(50,163)	20,991	340,613
NET ASSETS, BEGINNING OF YEAR	<u>6,736,576</u>	<u>1,151,289</u>	<u>7,887,865</u>	<u>7,547,252</u>
NET ASSETS, END OF YEAR	<u>\$ 6,807,730</u>	<u>\$ 1,101,126</u>	<u>\$ 7,908,856</u>	<u>\$ 7,887,865</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2023
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>
PERSONNEL COSTS					
Salaries and wages	\$ 886,109	\$ 1,371,871	\$ 527,358	\$ 226,707	\$ 112,697
Employee benefits	201,722	309,274	121,524	51,673	25,319
Payroll taxes	65,804	104,351	40,726	16,350	7,973
PROFESSIONAL FEES AND CONSULTATIONS					
Client treatment & therapies	83,001	-	-	3,427,621	-
Accounting/auditing	-	-	-	-	-
Legal	67,225	-	-	-	-
Subcontract services	-	-	19,320	-	-
Other professional fees	30,213	43,800	-	-	-
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	149	-	-	344	-
Conference/conventions	1,691	-	-	-	-
Other staff development	937	-	205	-	-
OCCUPANCY COSTS					
Rent	-	85,807	-	-	-
Mortgage payments	-	-	-	-	-
Utilities	-	7,583	-	-	-
Repairs and maintenance	-	1,088	-	645	-
Other occupancy costs	34,105	29,658	27,523	12,022	2,463
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$2,500	2,202	4,671	4,358	99	32
Building/household	39	412	-	-	-
Client	857	3,278	-	7,609	-
Medical supplies	-	-	-	-	-
ASSISTANCE TO INDIVIDUALS	4,429	-	-	-	-
PRODUCT SALES	-	11,550	-	-	-
EQUIPMENT RENTAL	-	-	-	-	-
EQUIPMENT MAINTENANCE	-	330	-	415	-
DEPRECIATION	-	4,171	-	-	-
ADVERTISING	-	43	-	588	-
PRINTING	-	-	-	-	-
TELEPHONE	230	8,017	-	27	-
POSTAGE	-	-	-	-	-
TRANSPORTATION	15,518	221,442	22,987	11,077	11,484
INSURANCE	-	-	-	-	-
MEMBERSHIP DUES	-	12,496	-	-	2,125
CLIENT PAYMENTS	-	45,895	-	-	-
CONTRIBUTIONS	-	-	-	-	-
OTHER	5,333	16,248	-	1,105	-
TOTAL FUNCTIONAL EXPENSES	\$ 1,399,564	\$ 2,281,985	\$ 764,001	\$ 3,756,282	\$ 162,093

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2023
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>
PERSONNEL COSTS					
Salaries and wages	\$ 3,930,771	\$ 1,443,384	\$ 22,999	\$ -	\$ 1,000,167
Employee benefits	758,816	316,778	5,446	-	345,821
Payroll taxes	291,717	112,121	1,739	-	102,327
PROFESSIONAL FEES AND CONSULTATIONS					
Client treatment & therapies	311,302	2,728,103	-	-	805
Accounting/auditing	-	-	-	-	121,770
Legal	-	-	-	-	4,643
Subcontract services	7,330,047	609,873	-	-	-
Other professional fees	1,716	4,973	-	-	144,037
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	-	-	-	104
Conference/conventions	197	350	-	-	6,987
Other staff development	(1,925)	-	-	-	34,551
OCCUPANCY COSTS					
Rent	159,500	-	-	-	-
Mortgage payments	(1,573)	-	-	-	-
Utilities	114,924	-	-	-	53,183
Repairs and maintenance	69,427	-	-	-	122,435
Other occupancy costs	198,643	12,021	-	-	(323,471)
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$2,500	15,933	-	98	-	39,746
Building/household	23,454	-	-	-	2,742
Client	109,937	11,917	-	-	10,373
Medical supplies	3,933	68	-	-	-
ASSISTANCE TO INDIVIDUALS	741	47,220	-	-	120
PRODUCT SALES	806	-	-	-	-
EQUIPMENT RENTAL	-	-	-	-	21,993
EQUIPMENT MAINTENANCE	10,022	-	-	-	23,636
DEPRECIATION	34,010	-	7,986	-	177,297
ADVERTISING	1,498	448	-	-	32,358
PRINTING	-	-	-	-	4,837
TELEPHONE	11,004	-	-	-	50,371
POSTAGE	131	-	-	-	19,999
TRANSPORTATION	102,347	203,700	2,511	-	4,562
INSURANCE	-	-	-	-	113,760
MEMBERSHIP DUES	194	68,002	-	-	57,835
CLIENT PAYMENTS	1,570	-	71	-	3,888
CONTRIBUTIONS	-	-	-	-	-
OTHER	1,174	1,780	-	-	62,614
TOTAL FUNCTIONAL EXPENSES	<u>\$ 13,480,316</u>	<u>\$ 5,560,738</u>	<u>\$ 40,850</u>	<u>\$ -</u>	<u>\$ 2,239,490</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2023 Totals</u>	<u>2022 Totals</u>
PERSONNEL COSTS					
Salaries and wages	\$ 145,741	\$ 9,667,804	\$ 1,053,041	\$ 10,720,845	\$ 10,546,895
Employee benefits	32,754	2,169,127	236,856	2,405,983	2,400,243
Payroll taxes	11,031	754,139	77,146	831,285	785,686
PROFESSIONAL FEES AND CONSULTATIONS					
Client treatment & therapies	-	6,550,832	24,668	6,575,500	5,867,646
Accounting/auditing	-	121,770	-	121,770	90,264
Legal	-	71,868	-	71,868	29,450
Subcontract services	-	7,959,240	63,226	8,022,466	7,287,279
Other professional fees	1,675	226,414	10,310	236,724	231,513
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	597	-	597	1,590
Conference/conventions	6,090	15,315	6,391	21,706	18,078
Other staff development	-	33,768	(1,200)	32,568	51,488
OCCUPANCY COSTS					
Rent	-	245,307	-	245,307	231,287
Mortgage payments	-	(1,573)	-	(1,573)	9,053
Utilities	-	175,690	-	175,690	172,981
Repairs and maintenance	-	193,595	93	193,688	178,631
Other occupancy costs	10	(7,026)	90,199	83,173	109,548
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$2,500	378	67,517	10,158	77,675	92,558
Building/household	-	26,647	109	26,756	28,282
Client	-	143,971	6,402	150,373	142,998
Medical supplies	-	4,001	-	4,001	17,113
ASSISTANCE TO INDIVIDUALS	-	52,510	9,916	62,426	69,153
PRODUCT SALES	-	12,356	-	12,356	9,133
EQUIPMENT RENTAL	-	21,993	-	21,993	25,553
EQUIPMENT MAINTENANCE	-	34,403	69	34,472	27,626
DEPRECIATION	-	223,464	111	223,575	242,549
ADVERTISING	1,696	36,631	178	36,809	74,453
PRINTING	2,202	7,039	-	7,039	13,520
TELEPHONE	-	69,649	-	69,649	65,933
POSTAGE	172	20,302	40	20,342	20,573
TRANSPORTATION	-	595,628	40,372	636,000	645,306
INSURANCE	-	113,760	-	113,760	112,456
MEMBERSHIP DUES	275	140,927	3,550	144,477	130,394
CLIENT PAYMENTS	-	51,424	1,391	52,815	46,465
CONTRIBUTIONS	-	-	-	-	41,000
OTHER	9,528	97,782	5,172	102,954	423,294
TOTAL FUNCTIONAL EXPENSES	<u>\$ 211,552</u>	<u>\$ 29,896,871</u>	<u>\$ 1,638,198</u>	<u>\$ 31,535,069</u>	<u>\$ 30,239,991</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 20,991	\$ 340,613
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	223,575	242,549
Loss on disposal of assets	20,045	-
Increase in right-of-use asset, operating	(158,675)	-
Increase in operating lease liability	158,675	-
(Increase) decrease in assets:		
Certificates of deposit	(303,154)	-
Accounts receivable	(463,012)	(116,961)
Prepaid expenses	207,194	(197,948)
Increase (decrease) in liabilities:		
Accounts payable	213,092	19,732
Accrued salaries, wages, and related expenses	(357,366)	(389,752)
Accrued earned time	(2,806)	(14,785)
Refundable advances	(826,461)	817,801
Other accrued expenses	(28,832)	(55,947)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>(1,296,734)</u>	<u>645,302</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment	<u>(366,356)</u>	<u>(32,521)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(366,356)</u>	<u>(32,521)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase in due from affiliates	(84,645)	(112,783)
Increase (decrease) in due to affiliates	<u>-</u>	<u>(1,635,605)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(84,645)</u>	<u>(1,748,388)</u>
NET DECREASE IN CASH AND CASH EQUIVALENTS	(1,747,735)	(1,135,607)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>6,389,493</u>	<u>7,525,100</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 4,641,758</u>	<u>\$ 6,389,493</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

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, 2023 and 2022, 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.

Certificates of Deposit

During the year ended June 30, 2023, the Council opened a certificate of deposit account. Interest is stated at 4.02% and maturity is seven months from the issue date. Certificates of deposit are carried at fair value. Interest is accrued and recognized in income when earned.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

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, 2023 AND 2022**

Fair Value of Financial Instruments

FASB ASC Topic No. 820-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Council may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, certificates of deposit, short-term receivables and payables, and customer deposits, approximates fair value because of the short maturity of those instruments.

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, 2022, 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.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

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 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, 2023 and 2022:

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.

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.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of allocation</u>
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

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*, to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the statement of financial position and disclosing key information about leasing arrangements for lessees and lessors. The standard applies a right of use model that requires, all leases with a lease term of more than 12 months, to recognize an asset representing its right to use the underlying asset for the lease term and liability to make lease payments to be recorded. The Council elected not to restate the comparative period. The Council also elected not to reassess at adoption (i) expired or existing contracts to determine whether they are or contain a lease, (ii) the lease classification of any existing leases, (iii) initial direct costs for existing leases. The adoption of ASU 2016-02 resulted in the recognition of an operating right of use assets of \$158,675 and operating lease liabilities of \$158,675 as of June 30, 2023. Results for periods beginning prior to July 1, 2022 continue to be reported in accordance with the Council's historical accounting treatment. The adoption of ASU 2016-02 did not have a material impact on the Council's results of operations and cash flows.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**NOTES TO FINANCIAL STATEMENTS**
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**2. LIQUIDITY AND AVAILABILITY**

The following represents the Council's financial assets as of June 30, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 4,641,758	\$ 6,389,493
Certificates of deposits	303,154	-
Accounts receivable:		
Medicaid	2,241,781	1,766,274
Other, net	235,754	248,249
Deposits	<u>35,779</u>	<u>35,779</u>
Total financial assets	<u>\$ 7,458,226</u>	<u>\$ 8,439,795</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>\$ 7,422,447</u>	<u>\$ 8,404,016</u>

The Council's goal is generally to maintain financial assets to meet 90 days of operating expenses (approximately \$7.7 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, 2023 and 2022, property and equipment consisted of the following:

	<u>2023</u>	<u>2022</u>
Buildings and improvements	\$ 4,509,825	\$ 4,195,336
Leasehold improvements	376,738	397,215
Furniture, fixtures and equipment	843,828	837,434
Vehicles	173,352	173,352
Construction in process	1,898	21,321
Land	<u>152,200</u>	<u>152,200</u>
Total	6,057,841	5,776,858
Less accumulated depreciation	<u>2,922,401</u>	<u>2,764,154</u>
Property and equipment, net	<u>\$ 3,135,440</u>	<u>\$ 3,012,704</u>

Depreciation expense for the years ended June 30, 2023 and 2022 amounted to \$223,575 and \$242,549, respectively.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

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. The line of credit is collateralized by all of the business assets of the Council and guaranteed by related nonprofit organizations (see Note 9). At June 30, 2023 and 2022, the interest was stated at the bank's prime rate of 8.50% and 4.75%, respectively. There was no amount outstanding on this line of credit at June 30, 2023 and 2022.

5. 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 \$1,101,126 and \$1,151,289 for the years ended June 30, 2023 and 2022, respectively.

6. RETIREMENT PLAN

The Council maintains a retirement plan for all eligible employees. During the years ended June 30, 2023 and 2022, 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, 2023 and 2022 was \$89,411 and \$84,819, respectively.

7. CONCENTRATION OF RISK

For the years ended June 30, 2023 and 2022, approximately 82% 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 as an Area Agency for the period September 2020 through September 2025.

Medicaid receivables comprise approximately 90% and 88% of the total accounts receivable balances at June 30, 2023 and 2022, respectively.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**NOTES TO FINANCIAL STATEMENTS**
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**8. LEASE COMMITMENTS**

On July 1, 2023, the Council was required to adopt ASU 2016-02, *Leases (Topic 842)*. As part of implementing ASU 2016-02, the Council evaluated current contracts to determine which met the criteria of a lease. The right of use (ROU) assets represent the Council's right to use underlying assets for the lease term, and the lease liabilities represent the Council's obligation to make lease payments arising from these leases. The ROU assets and lease liabilities, all of which arise from operating leases, were calculated based on the present value of future lease payments over the lease terms. The Council has elected to discount future cash flows at the risk free borrowing rates commensurate with the lease terms. The weighted average interest rate was 1.74% and average lease term was 2.35 years. Common expenses, classified as occupancy costs in the accompanying financial statements, are considered a non-lease component under FASB ASC 842 and are recognized as costs are incurred. The Council's operating leases are described below.

The Council has entered into various operating lease agreements to rent 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 \$267,300 and \$256,840 for the years ended June 30, 2023 and 2022, respectively.

Lease liability maturities as of June 30, 2023 are as follows:

<u>Year Ending</u> <u>June 30:</u>	<u>Amount</u>
2024	\$ 86,324
2025	50,139
2026	32,184
2027	<u>10,374</u>
Total undiscounted lease liability	179,021
Less imputed interest	<u>(20,346)</u>
Total lease liability	<u>\$ 158,675</u>

Refer to Note 9 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, 2023 AND 2022****9. RELATED PARTY TRANSACTIONS**

Lakes Region Community Services Council, Inc. is related to the following nonprofit corporations as a result of common board membership:

<u>Related Party</u>	<u>Function</u>
Genera Corporation	Manages and leases property
Greater Laconia Transit Agency	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:

<u>Received From:</u>	<u>2023</u>	<u>2022</u>	<u>Purpose</u>
Genera Corporation	\$ 14,400	\$ 14,400	Management, accounting and financial services
Genera Corporation	\$ 14,988	\$ 14,988	Insurance reimbursement
Lakes Region Community Services Foundation	\$ 40,000	\$ -	Management, accounting and financial services
<u>Paid To:</u>	<u>2023</u>	<u>2022</u>	
Genera Corporation	\$ 109,155	\$ 109,800	Rental of homes
Lakes Region Community Services Foundation	\$ 25,782	\$ -	Foundation contributions
Greater Laconia Transportation Agency	\$ -	\$ 71,000	Contribution to purchase more vehicles

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

<u>Due (To)/From:</u>	<u>2023</u>	<u>2022</u>
Genera Corporation	\$ 121,996	\$ 92,569
Greater Laconia Transit Agency	61,214	20,214
Lakes Region Community Services Foundation	<u>14,218</u>	<u> </u>
	<u>\$ 197,428</u>	<u>\$ 112,783</u>

There are no specified terms of payment and no interest stated on the related party due (to) from accounts.

Demand Note Payable

The Council's demand note payable is guaranteed by Genera Corporation (see Note 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.

10. 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, 2023.

11. CLIENT FUNDS

The Council administers funds for certain consumers. No asset or liability has been recorded for this amount. As of June 30, 2023 and 2022, client funds held by the Council aggregated \$388,799 and \$404,125, respectively.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

12. 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, 2023 and 2022. 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, 2023 and 2022, cash balances in excess of FDIC coverage aggregated \$1,211,190 and \$861,549, respectively.

13. 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.

14. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

15. 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 January 15, 2024, the date the June 30, 2023 financial statements were available for issuance.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2023
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	\$ -	\$ 49,669	\$ 7,091	\$ 774,448	\$ -
Medicaid	913,377	2,610,485	850,953	3,720,898	155,435
Client resources	-	4,530	-	45,888	11,155
Other third party payers	-	-	-	-	-
Public support	156	2,214	-	-	-
Private foundations	-	-	-	-	-
Production/service income	186	87,666	(1,442)	-	-
Investment	-	-	-	-	-
State of New Hampshire - DDS	-	-	168,057	-	-
Management fees	-	-	-	-	-
Other	13,146	10,211	214	-	-
TOTAL FUNCTIONAL REVENUES	\$ 926,865	\$ 2,764,775	\$ 1,024,873	\$ 4,541,234	\$ 166,590

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2023
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>
Program fees	\$ 575,672	\$ -	\$ -	\$ -	\$ 76,178
Medicaid	12,006,377	5,563,443	-	-	-
Client resources	73,946	16,966	-	-	-
Other third party payers	-	-	-	-	-
Public support	-	24,992	-	-	-
Private foundations	-	-	-	-	-
Production/service income	-	-	-	-	-
Investment	-	-	-	-	41,091
State of New Hampshire - DDS	178,875	108,268	-	-	903,948
Management fees	-	-	-	-	14,400
Other	739,089	630	-	-	307,752
TOTAL FUNCTIONAL REVENUES	\$ 13,573,959	\$ 5,714,299	\$ -	\$ -	\$ 1,343,369

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2023 Totals</u>	<u>2022 Totals</u>
Program fees	\$ -	\$ 1,483,058	\$ 38,452	\$ 1,521,510	\$ 1,398,521
Medicaid	-	25,820,968	185,668	26,006,636	25,205,436
Client resources	-	152,485	-	152,485	127,642
Other third party payers	-	-	-	-	1,173
Public support	19,880	47,242	693,120	740,362	723,869
Private foundations	-	-	84,532	84,532	45,947
Production/service income	-	86,410	(120)	86,290	86,840
Investment	-	41,091	-	41,091	2,796
State of New Hampshire - DDS	-	1,359,148	-	1,359,148	1,366,441
Management fees	40,000	54,400	-	54,400	14,400
Other	<u>(19,880)</u>	<u>1,051,162</u>	<u>458,444</u>	<u>1,509,606</u>	<u>1,607,539</u>
TOTAL FUNCTIONAL REVENUES	\$ 40,000	\$ 30,095,964	\$ 1,460,096	\$ 31,556,060	\$ 30,580,604

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2023**

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/ PROGRAM TITLE	FEDERAL ASSISTANCE LISTING NUMBER	PASS THROUGH GRANTOR NUMBER	FEDERAL EXPENDITURES
<u>U.S. DEPT. OF HEALTH AND HUMAN SERVICES</u>			
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	\$ 4,161
Promoting Safe and Stable Families	93.556	102-5000734-42107306	5,191
Temporary Assistance for Needy Families	93.558	102-5000734-45030353	97,039
Temporary Assistance for Needy Families	93.558	102-5000734-45030205	<u>36,621</u>
			133,660
Maternal & Child Health Services Block Grant for States	93.994	102-5000734-90004009	6,289
Social Services Block Grant	93.667	102-5000734-42106603	77,536
Department of Health and Human Services, Office of Human Services			
Social Services Block Grant	93.667	05-95-48-481010-9255	<u>135,889</u>
			213,425
Activities to Support (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	NH75OT000031	<u>219,993</u>
AGING CLUSTER			
Special Programs for Aging, Title III, B	93.044	05-95-48-481010-7872	<u>14,022</u>
Department of Health and Human Services, Div of LT Support & Services, BDS			
MEDICAID CLUSTER			
Medical Assistance Program	93.778		<u>738,121</u>
DIRECT FUNDING			
Provider Relief Funds	93.498		<u>288,949</u>
Total U.S. Department of Health and Human Services			<u>\$ 1,623,811</u>
<u>U.S. DEPARTMENT OF EDUCATION</u>			
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>
<u>U.S. DEPARTMENT OF JUSTICE</u>			
Passed through State of New Hampshire Department of Justice			
Crime Victims Assistance	16.575		<u>\$ 123,898</u>
Total U.S. Department of Justice			<u>\$ 123,898</u>
Total expenditures of federal awards			<u>\$ 1,861,316</u>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2023**

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, 2023. 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, 2023 and 2022, 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, 2023, and have issued our report thereon dated January 15, 2024.

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
January 15, 2024

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, 2023. 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, 2023.

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.

Leone McDowell Roberts,
Professional Association

Wolfeboro, New Hampshire
January 15, 2024

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2023**

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 2023 – 2024 / Board List

Carrie Chase, President

Gary Lemay, Vice President

Jeanin Onos, Treasurer

Lynn Hilbrunner, Secretary

R. Stuart Wallace, Past President

Margaret Selig, At-Large

DIRECTORS

Randy Perkins

Richard Crocker

Thomas Costigan Jr.

Kurt Christensen

Kirk Beattie

Emily Fortson

Eric Adams

Marti Ilg

Matthew Canfield, *Director Emeritus*



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

Skills Solomon Dynamics SL Accounting, Paylocity, Harpers, QuickBooks, Access and Excel including VBA, PowerPoint, Word, SAP

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 CS2 million Canadian budgets for 14 cost centers including monthly DSO and bad debt provision forecast.
- Analyze customer credit worthiness and make credit line recommendations for accounts over \$1 million.
- Coordinate facility move to a new location.
- Developed process to reduce Dun & Bradstreet expenses by \$130,000 annually resulting in a 70% cost reduction.
- Supervise reporting analyst and admin staff.

1987 to 1996 **State Street Bank & Trust Company** **Quincy, MA**

Client Service Manager-Administer the accounting for several large corporate Domestic and International pension and 401k clients with \$4 to \$6 billion in assets.

- Manage a staff of 10.
- Responsible for establishing and maintaining client relationships.
- Reengineer staff workflow which doubled throughput and decreased reporting time by 30%.

Auditor-Coordinate the timely completion and accuracy of over 90 monthly financial statements, maintain audit copies with all supporting documentation, implement new procedures, and train employees.

- Audit a daily pricing fund, and maintain control logs for corporate actions and income collection.

Education	Master of Studies in Law Wake Forest University Law School Winston Salem, NC	December 2019 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

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.

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Lakes Region Community Services Council

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Rebecca Bryant	President & CEO	\$0.00	\$155,250.16
Shannon Kelly	Executive Vice President	\$0.00	\$129,375.48
Shelley Kelleher	Vice President & CFO	\$0.00	\$144,900.08
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

GAC

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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

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 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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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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
		Total:	\$12,091,794.44	\$240,937.30	\$12,332,731.74	

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.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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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 Sunapoo

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 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.

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 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.

OS
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:
Rebecca Hardy
Name: Rebecca Hardy
Title: Director, DLTSS

Lakes Region Community Services Council

6/6/2023

Date

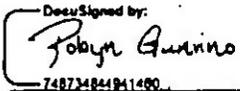
DocuSigned by:
Rebecca L. Bryant
Name: Rebecca L. Bryant
Title: CEO

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:

 748724824941480
 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
Total Direct Costs	\$15,000
Total Indirect Costs	
TOTAL	\$15,000

Contractor Initials DS
RLB
 Date 6/6/2023

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) 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)	\$2,500
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 DS
RLB

Date 6/6/2023

New Hampshire Department of Health and Human Services	
Contractor Name: <u>Lakes Region Community Services Council (Sullivan County)</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	\$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 RLB
 Date 6/6/2023

JUN15'22 PM 3:00 RCVD



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
		Total:	\$11,347,242.44

MAC

47

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.

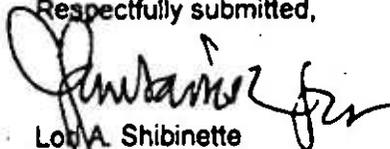
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, 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. Shabinette
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
Technical												
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
TOTAL POINTS	100	91	89	87	87	83	62	62	62	58	99	99

Reviewer Name

1 Shawn Martin

2 Kathleen Gray

3 Thom O'Connor

4 Alyssa Voisine

Title

Finance Administrator

Bureau of Family Centered Support Staff

BEAS Program Administrator

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-04)

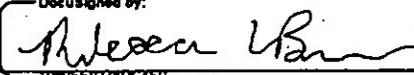
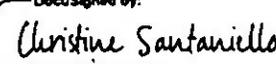
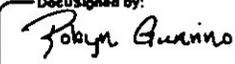
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

<p>1.1 State Agency Name New Hampshire Department of Health and Human Services</p>		<p>1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857</p>	
<p>1.3 Contractor Name Lakes Region Community Services Council</p>		<p>1.4 Contractor Address 719 North Main Street Laconia, NH 03246</p>	
<p>1.5 Contractor Phone Number 603-581-1505</p>	<p>1.6 Account Number 05-95-48-481010-7872; 05-95-48-481010-9255</p>	<p>1.7 Completion Date 6/30/2024</p>	<p>1.8 Price Limitation \$1,319,856</p>
<p>1.9 Contracting Officer for State Agency Robert W. Moore, Director</p>		<p>1.10 State Agency Telephone Number (603) 271-9631</p>	
<p>1.11 Contractor Signature DocuSigned by:  6/9/2022</p>		<p>1.12 Name and Title of Contractor Signatory Rebecca Bryant CEO</p>	
<p>1.13 State Agency Signature DocuSigned by:  6/9/2022</p>		<p>1.14 Name and Title of State Agency Signatory Christine Santaniello Associate Commissioner</p>	
<p>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____</p>			
<p>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/9/2022</p>			
<p>1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____</p>			

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 os
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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, formulac, 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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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.

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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

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

EXHIBIT B

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.

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

EXHIBIT B

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

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

EXHIBIT B

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.

DS
RB

**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 or mailed to:

Financial Manager
Department of Health and Human Services

OS
RB

**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 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 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

- 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: os
RB

Date: 6/9/2022

Exhibit C-2 Rate Sheet

Home Health Services - Lakes Region Community Services Council (Grafton 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	6,400	\$12.00	\$ 76,800.00
Title IIIB In Home Services	1/2 Hour	305	\$12.00	\$ 3,660.00
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	6,400	\$12.00	\$ 76,800.00
Title IIIB In Home Services	1/2 Hour	305	\$12.00	\$ 3,660.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -

Contractor Initials: RB

Date: 6/9/2022

Exhibit C-3 Rate Sheet

Home Health Services - Lakes Region Community Services Council (Sullivan 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	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	\$ -
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	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: 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

RB



**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

Vendor Initials RB
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: Lakes Region Community Services

6/8/2022

Date

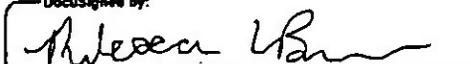
DocuSigned by:

 Name: Rebecca Bryant
 Title: CEO

Exhibit E – Certification Regarding Lobbying

Vendor Initials DS
RB
 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

RB



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
6/8/2022
Date



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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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

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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

Contractor Initials RB
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.



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

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6/8/2022
Date

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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Contractor Initials

RB
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.

3/2014

Contractor Initials

RB

Date 6/8/2022



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:

Christine Santaniello

Signature of Authorized Representative

Christine santaniello

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

6/9/2022

Date

Lakes Region Community Services

~~Name of the Contractor~~

Rebecca Bryant

Signature of Authorized Representative

Rebecca Bryant

Name of Authorized Representative

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: Lakes Region Community Services

6/8/2022

Date

DocuSigned by:

Name: Rebecca Bryant

Title: CEO

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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: 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?
 X NO YES

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

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

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
 NO YES

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

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

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

Name: _____	Amount: _____

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:

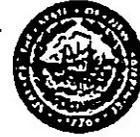
A. Retention

- 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.).

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 #2**

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), as amended on June 28, 2023 (Item #62), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$606,219.72
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 57.99% Federal funds:
 - 1.1.1. 13.13% Older Americans Act Title III-B, as awarded on September 8, 2022 and February 13, 2023, by the Administration for Community Living, Title IIIB, Supporting Services, ALN 93.044, FAINs 2201NHOASS and 2301NHOASS;
 - 1.1.2. 42.76% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, ALN 93.667, FAIN 2101NHSOSR; and
 - 1.1.3. 2.10% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supportive Services, ALN 93.044, FAIN 2101NHSSC6.
 - 1.2. 42.01% General funds.
4. Modify Exhibit C, Payment Terms, Section 3, lead in paragraph only, to read:
 3. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-1, Amendment #2, Rate Sheet.
5. Modify Exhibit C-1, Rate Sheet, by replacing it in its entirety with Exhibit C-1, Amendment #2, Rate Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, 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

5/7/2024

Date

DocuSigned by:
Melissa Hardy
1323A24040DE495

Name: Melissa Hardy
Title: Director, DLTSS

Visiting Nurse Home Care & Hospice of Carroll County

5/7/2024

Date

DocuSigned by:
Sandra Ruka
72410187004118...

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

5/8/2024

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:

Exhibit C-1, Amendment #2, Rate Sheet

Adult In-Home Care - Visiting Nurse Home Care & Hospice Carroll 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	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	\$0.00
	Subtotal	11,620		\$147,800.00
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	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	\$0.00
HCBS ARP In Home Services	1/2 Hour	0	\$12.00	\$0.00
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	11,620		\$147,800.00
7/01/2024 through 06/30/2025 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	6,750	\$16.00	\$108,000.00
Title IIIB In Home Services	1/2 Hour	398	\$16.00	\$6,368.00
Title IIIB Home Health Aide	1/2 Hour	2,017	\$16.58	\$33,441.86
Title IIIB Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	9,165		\$147,809.86
7/01/2025 through 06/30/2026 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	6,750	\$16.00	\$108,000.00
Title IIIB In Home Services	1/2 Hour	398	\$16.00	\$6,368.00
Title IIIB Home Health Aide	1/2 Hour	2,017	\$16.58	\$33,441.86
Title IIIB Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	9,165		\$147,809.86
	Overall Total	41,570		\$591,219.72

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 "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Dawn Morrison, 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.

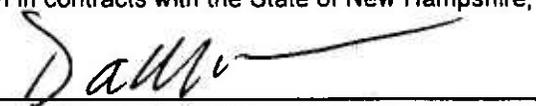
VOTED: That Sandra Ruka, Executive Director (may list more than one person)

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: 5-6-14



Signature of Elected Officer
Name: DAWN MORRISON
Title: SECRETARY

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.





FINANCIAL STATEMENTS

June 30, 2023 and 2022

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, 2023 and 2022, 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, 2023 and 2022, 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.

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.

Board of Directors
Visiting Nurse Home Care & Hospice of Carroll County
Page 2

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of 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 Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 7, 2023

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Balance Sheets

June 30, 2023 and 2022

ASSETS

	<u>2023</u>	<u>2022</u>
Current assets		
Cash and cash equivalents	\$ 1,035,450	\$ 1,816,566
Patient accounts receivable, net	332,920	363,869
Short-term investments	613,776	301,626
Other current assets	<u>145,791</u>	<u>139,360</u>
Total current assets	2,127,937	2,621,421
Assets limited as to use	4,190,288	3,035,198
Property and equipment, net	<u>58,393</u>	<u>59,052</u>
Total assets	<u>\$ 6,376,618</u>	<u>\$ 5,715,671</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 156,120	\$ 74,801
Accrued payroll and related expenses	233,213	248,850
Deferred grant revenue	<u>25,858</u>	<u>33,372</u>
Total current liabilities and total liabilities	<u>415,191</u>	<u>357,023</u>
Net assets		
Without donor restrictions	5,934,970	5,326,639
With donor restrictions	<u>26,457</u>	<u>32,009</u>
Total net assets	<u>5,961,427</u>	<u>5,358,648</u>
Total liabilities and net assets	<u>\$ 6,376,618</u>	<u>\$ 5,715,671</u>

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, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Operating revenue		
Net patient service revenue	\$ 3,461,898	\$ 3,502,921
Grant revenue	175,041	211,946
Net assets released for operations	5,552	739
Other operating revenue	<u>83,454</u>	<u>109,031</u>
Total operating revenue	<u>3,725,945</u>	<u>3,824,637</u>
Operating expenses		
Salaries and benefits	2,431,281	2,590,802
Other operating expenses	1,044,545	1,041,234
Depreciation	<u>27,296</u>	<u>25,571</u>
Total operating expenses	<u>3,503,122</u>	<u>3,657,607</u>
Operating gain	<u>222,823</u>	<u>167,030</u>
Other revenue and gains (losses)		
Contributions	83,431	99,860
Investment income, net	100,946	71,857
Change in fair value of assets limited as to use	<u>201,131</u>	<u>(470,447)</u>
Total other revenue and gains (losses)	<u>385,508</u>	<u>(298,730)</u>
Excess (deficit) of revenues and gains over expenses and losses	608,331	(131,700)
Net assets released from restrictions for capital acquisition	-	<u>17,500</u>
Increase (decrease) in net assets without donor restrictions	<u>\$ 608,331</u>	<u>\$ (114,200)</u>

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

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Statements of Changes in Net Assets

Years Ended June 30, 2023 and 2022

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</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	<u>-</u>	<u>17,500</u>	<u>17,500</u>
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>
Excess of revenue and gains over expenses and losses	608,331	-	608,331
Net assets released from restrictions for operations	<u>-</u>	<u>(5,552)</u>	<u>(5,552)</u>
Change in net assets	<u>608,331</u>	<u>(5,552)</u>	<u>602,779</u>
Balances, June 30, 2023	\$ <u><u>5,934,970</u></u>	\$ <u><u>26,457</u></u>	\$ <u><u>5,961,427</u></u>

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, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities		
Change in net assets	\$ 602,779	\$ (114,939)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	27,296	25,571
Change in fair value of assets limited as to use	(201,131)	470,447
Contributions restricted for long-term purposes	-	(17,500)
(Increase) decrease in		
Patient accounts receivable	30,949	154,509
Other current assets	(6,431)	(8,590)
Increase (decrease) in		
Accounts payable and accrued expenses	81,319	32,772
Accrued payroll and related expenses	(15,637)	(23,623)
Deferred grant revenue	(7,514)	33,372
Net cash provided by operating activities	<u>511,630</u>	<u>552,019</u>
Cash flows from investing activities		
Purchases of assets limited as to use	(1,533,650)	(271,215)
Purchases of short-term investments	(300,000)	(300,000)
Proceeds from sale of assets limited as to use and short-term investments	567,541	234,912
Capital expenditures	(26,637)	(48,260)
Contributions received for long-term purposes	-	17,500
Net cash used by investing activities	<u>(1,292,746)</u>	<u>(367,063)</u>
Net (decrease) increase in cash and cash equivalents	(781,116)	184,956
Cash and cash equivalents, beginning of year	<u>1,816,566</u>	<u>1,631,610</u>
Cash and cash equivalents, end of year	<u>\$ 1,035,450</u>	<u>\$ 1,816,566</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, 2023 and 2022

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 and Western Maine.

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.

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.

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Notes to Financial Statements

June 30, 2023 and 2022

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 \$332,920, \$363,869, and \$518,378 as of June 30, 2023, 2022, and 2021, respectively.

Assets Limited As To Use and Short-term Investments

Assets limited as to use consist of investments designated by the Board for long-term growth. Short-term investments consist of certificates of deposit with an original maturity less than one year, but greater than three months. The Association reports assets limited as to use and short-term investments at fair value and has elected to report all gains and losses in the excess (deficit) 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.

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.

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Notes to Financial Statements

June 30, 2023 and 2022

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.

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 and long-term purposes whose restrictions are met in the same year as received are reflected as contributions without donor restrictions in the accompanying financial statements.

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Notes to Financial Statements

June 30, 2023 and 2022

Recently Adopted Accounting Pronouncements

The FASB issued ASC Topic 842, *Leases* (Topic 842), to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities in the balance sheet and disclosing key information about leasing arrangements. Management evaluated the impact of this guidance and determined the impact of the adoption of Topic 842 was not material to the financial statements as of and for the year ended June 30, 2023.

2. Availability and Liquidity of Financial Assets

As of June 30, 2023, the Association has working capital of \$1,712,746 and average days (based on normal expenditures) cash and short-term investments on hand of 173, as all assets limited as to use 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>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 1,035,450	\$ 1,816,566
Patient accounts receivable, net	332,920	363,869
Grant receivable	35,720	37,746
Short-term investments	<u>613,776</u>	<u>301,626</u>
Financial assets available to meet cash needs for general expenditures	<u>\$ 2,017,866</u>	<u>\$ 2,519,807</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.

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Notes to Financial Statements

June 30, 2023 and 2022

3. Assets Limited As To Use and Short-term Investments

Assets limited as to use and short-term investments, stated at fair value, are as follows:

	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 665,409	\$ 56,335
Equity securities	1,197,184	1,070,069
Mutual funds	2,027,838	1,908,794
Certificates of Deposit	<u>913,633</u>	<u>301,626</u>
Total assets limited as to use and short-term investments	<u>\$ 4,804,064</u>	<u>\$ 3,336,824</u>

Assets limited as to use and short-term investments are classified in the balance sheet as follows:

	<u>2023</u>	<u>2022</u>
Short-term investments	\$ 613,776	\$ 301,626
Assets limited as to use	<u>4,190,288</u>	<u>3,035,198</u>
Total assets limited as to use and short-term investments	<u>\$ 4,804,064</u>	<u>\$ 3,336,824</u>

Fair Value Measurement

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within 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. The Association did not have any Level 3 assets as of June 30, 2023 and 2022.

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Notes to Financial Statements

June 30, 2023 and 2022

Assets limited as to use and short-term investments measured at fair value on a recurring basis are summarized below:

	Fair Value Measurements at June 30, 2023 Using		
	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>
Cash and cash equivalents	\$ 665,409	\$ 665,409	\$ -
Equity securities	1,197,184	1,197,184	-
Mutual funds	2,027,838	2,027,838	-
Certificates of Deposit	<u>913,633</u>	<u>-</u>	<u>913,633</u>
Total assets limited as to use and short-term investments	<u>\$ 4,804,064</u>	<u>\$ 3,890,431</u>	<u>\$ 913,633</u>
	Fair Value Measurements at June 30, 2022 Using		
	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>
Cash and cash equivalents	\$ 56,335	\$ 56,335	\$ -
Equity securities	1,070,069	1,070,069	-
Mutual funds	1,908,794	1,908,794	-
Certificates of Deposit	<u>301,626</u>	<u>-</u>	<u>301,626</u>
Total assets limited as to use and short-term investments	<u>\$ 3,336,824</u>	<u>\$ 3,035,198</u>	<u>\$ 301,626</u>

The fair value of a financial instrument is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is best determined based upon quoted market prices. However, in certain instances, there are no quoted market prices for the Association's various financial instruments. In cases where quoted market prices are not available, fair values are based on estimates using market prices of comparable securities, interest rates, and credit risk or present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including discount rates and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument.

The fair value of Level 2 assets is primarily based on quoted market prices of securities with comparable maturities, interest rates and credit risk.

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Notes to Financial Statements

June 30, 2023 and 2022

4. Property and Equipment

Property and equipment consists of the following:

	<u>2023</u>	<u>2022</u>
Furniture and equipment	\$ 260,157	\$ 314,499
Leasehold improvements	<u>155,877</u>	<u>155,877</u>
Total cost	416,034	470,376
Less accumulated depreciation	<u>357,641</u>	<u>411,324</u>
Property and equipment, net	<u>\$ 58,393</u>	<u>\$ 59,052</u>

5. Net Patient Service Revenue

Net patient service revenue is as follows:

	<u>2023</u>	<u>2022</u>
Medicare	\$ 2,500,610	\$ 2,471,180
Medicaid	172,244	217,793
Other third-party payers and private pay	<u>789,044</u>	<u>813,948</u>
Total	<u>\$ 3,461,898</u>	<u>\$ 3,502,921</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.

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Notes to Financial Statements

June 30, 2023 and 2022

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.

6. Functional Expenses

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

	<u>2023</u>	<u>2022</u>
Program services		
Salaries and benefits	\$ 1,994,820	\$ 2,094,425
Other operating expenses		
Program supplies	143,633	107,494
Contract services	180,918	155,354
Transportation	138,747	132,905
Software maintenance	65,841	61,079
Other	275,850	280,700
Depreciation	<u>22,396</u>	<u>20,672</u>
Total program services	<u>2,822,205</u>	<u>2,852,629</u>
Administrative and general		
Salaries and benefits	436,461	496,377
Other operating expenses		
Contract services	159,921	217,443
Transportation	4,883	5,253
Software maintenance	14,404	14,477
Other	60,348	66,529
Depreciation	<u>4,900</u>	<u>4,899</u>
Total administrative and general	<u>680,917</u>	<u>804,978</u>
Total	<u>\$ 3,503,122</u>	<u>\$ 3,657,607</u>

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

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Notes to Financial Statements

June 30, 2023 and 2022

7. Retirement Plan

The Association has a simple IRA retirement plan that was effective as of September 1, 2022. Retirement contributions amounted to \$30,246 during the year ended June 30, 2023.

8. Commitments and Contingencies

Leases

The Association's operating lease for its office facilities expired August 31, 2022, and is undergoing renegotiations. The Association is paying \$4,600 per month until the new lease is executed.

Rental expense amounted to \$55,200 in 2023 and \$65,013 in 2022.

Malpractice Insurance

The Association insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at June 30, 2023 and 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. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available in future periods.

9. 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>2023</u>	<u>2022</u>
Hospice pet care	\$ 4,665	\$ 4,665
Advanced care planning	1,000	1,000
Crossings program	5,425	5,425
Palliative program	9,029	13,529
Simple comforts	<u>6,338</u>	<u>7,390</u>
Total net assets with donor restrictions	<u>\$ 26,457</u>	<u>\$ 32,009</u>

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Notes to Financial Statements

June 30, 2023 and 2022

10. 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>2023</u>	<u>2022</u>
Medicare	68 %	57 %
Other	<u>32</u>	<u>43</u>
Total	<u>100 %</u>	<u>100 %</u>

11. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through November 7, 2023, which is the date the financial statements were available to be issued.

Visiting Nurse Home Care & Hospice of Carroll County
Board of Directors
Effective 04/30/24

2021-2024
Myles Crowe, President

2021-2024
Andrea Masters, Vice President

2022-2025
Dawn Morrison, Secretary

2021-2024
Theresa "Tracy" Grisez

2022-2025
Nancy Lohmiller

2022-2025
Kim Lopashanski

2024-2027
James Love

2023-2025
Val Lozier

Patricia Mason
2021-2024

2023-2026
Gail Paine

2023-2026
Susan Ruka

Sandra L. Ruka

PROFESSIONAL INFORMATION

Registered Nurse State of NH # 024267-21
1978 to present

EXPERIENCE

<u>Date</u>	<u>Title</u>	<u>Employer</u>
2008-present	Executive Director	Visiting Nurse Home Care & Hospice of Carroll County (formerly Visiting Nurse and Hospice Care Services of Northern Carroll County name change post merger with Carroll County Health and Home Care services)
2002-2008	Hospice Administrator Quality Improvement Clinical Director	Visiting Nurse and Hospice Care Services of Northern Carroll County
1999-2002	Patient Advocate	The Memorial Hospital North Conway, NH
1998-2002	Case Manager / Department Head	The Memorial Hospital North Conway, NH
1996-1997	Clinical Instructor Certified Nursing Assistant Program	College for Lifelong Learning Conway, NH
1991-1998	Staff RN –Clinical Nurse III Maternity Department 230 deliveries/yearly	The Memorial Hospital North Conway, NH
1989-1991	Staff RN-Emergency Department 1800 visits yearly Staff RN- Maternity Department	The Memorial Hospital North Conway, NH
1988-1989	Clinical Manager Emergency Department	The Memorial Hospital North Conway, NH

	10 staff members	
1986-1988	Staff RN- Emergency Department	The Memorial Hospital North Conway, NH
1981-1986	Night Supervisor	The Memorial Hospital North, Conway, NH
1979-1981	Assistant Head Nurse 29 bed Medical Surgical Unit	The New England Baptist Hospital Boston, MA
1978-1981	Staff Nurse 29 bed Medical Surgical Unit	The New England Baptist Hospital Boston, MA

EDUCATION

<u>Date</u>	<u>Educational Institution</u>	<u>Program</u>
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 Office Manager

March 1999 to March 2000

- Managed accounting records for three general contracting divisions, performed all aspects of office procedures, typing, filing, and phone coverage.

Wicked Good Store, Lovell, ME Owner/Operator

July 1993 to November 1997

- 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

Achievements

2020-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

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

ASHLEE CHAINE

EMPLOYMENT

Feb 2018-Current

Long Term Care and Social Service Coordinator

Work 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. Member of the Hospice and Palliative care team.

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:

2017-2020 Youth Mental Health First Aid

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

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Visiting Nurse Home Care and Hospice of Carroll County

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Sandra Ruka MS RN	Agency Director	\$4,646.00	\$137,912.06
Kelly Peckham RN	Clinical Director	\$3,852.00	\$97,200.22
Rosalie Miles	HR Director	\$2,727.00	\$57,545.28
Ashlee Chaine	LTC Coordinator	\$2,559.00	\$44,711.68
Karen Royer	Payroll/LTC Biller	\$2,448.00	\$53,476.80

GAC

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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 CommissionerMelissa A. Hardy
Director105 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.dhha.nh.gov

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 Seats 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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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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
		Total:	\$12,091,794.44	\$240,937.30	\$12,332,731.74	

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.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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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 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 or mailed to:

SR

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, DLTSS

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
740734064961400
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: Visiting Nurse Home Care & Hospice of Carroll County	
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	\$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
Total Direct Costs	\$15,000
Total Indirect Costs	
TOTAL	\$15,000

Contractor Initials OS
SR

Date 6/6/2023

JUN15'22 PM 3:00 RCVD



MAC
47

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

Lori A. Stibbinette
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
		Total:	\$11,347,242.44

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.

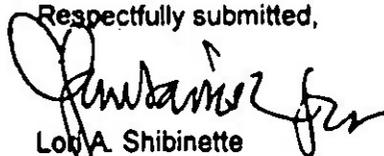
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, 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
Technical												
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
TOTAL POINTS	100	91	89	87	87	83	62	62	62	58	99	99

<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 & 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**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 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>Robert 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.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials 
Date 6/8/2022

**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.

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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 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.

**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. 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 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 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 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

- 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 - Visiting Nurse Home Care & Hospice of Carroll 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	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	\$ -
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	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	\$ -

Contractor Initials: SR

Date: 6/8/2022



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.

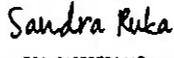
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name: Visiting Nurse Home Care and Hospice o

6/8/2022

Date

DocuSigned by:

 Name: Sandra Ruka
 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-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: visiting Nurse Home Care and Hospice o

6/8/2022

Date

DocuSigned by:

Sandra Ruka

Name: Sandra Ruka

Title: Executive Director

Exhibit E - Certification Regarding Lobbying

Vendor Initials

DS
SR

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

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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: 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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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

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

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

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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: Visiting Nurse Home Care and Hospice o

6/8/2022

Date

DocuSigned by:

Sandra Ruka

Name: Sandra Ruka

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.

3/2014

Contractor Initials

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Date 6/8/2022



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

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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- 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



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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Contractor Initials

6/8/2022

Date



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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:

- The DUNS number for your entity is: 929994960
- 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: _____

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Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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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...
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity...
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164...
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...

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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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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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 #2**

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), as amended on June 28, 2023 (Item #62), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,940,175.60
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 59.90% Federal funds:
 - 1.1.1. 1.13% 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, ALN 93.044, FAINs 2201NHOASS and 2301NHOASS;
 - 1.1.2. 58.34% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, ALN 93.667, FAIN 2101NHSOSR; and
 - 1.1.3. .43% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supporting Services, ALN 93.044, FAIN 2101NHSSC6.
 - 1.2. 40.10% General funds.
4. Modify Exhibit C, Payment Terms, Section 3, lead in paragraph only, to read:
 3. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-1, Amendment #2, Rate Sheet.
5. Modify Exhibit C-1, Rate Sheet, by replacing it in its entirety with Exhibit C-1, Amendment #2, Rate Sheet, which is attached hereto and incorporated by reference herein.

DS


All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, 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

5/7/2024
Date

DocuSigned by:

Melissa Hardy

1323A24040DF495

Name: Melissa Hardy
Title: Director, DLTS

VNA at HCS, Inc.

4/29/2024
Date

DocuSigned by:

Maura McQueeney

571D90C3AF87414...

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

5/8/2024
Date

DocuSigned by:
Robyn Guarino
748734844941450
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 #2, Rate Sheet

Adult In-Home Care - VNA @ HCS				
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	\$0.00
	Subtotal	60,903		\$731,292.00
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	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	\$0.00
HCBS ARP In Home Services	1/2 Hour	0	\$12.00	\$0.00
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	60,903		\$731,292.00
7/01/2024 through 06/30/2025 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	44,672	\$16.00	\$714,752.00
Title IIIB In Home Services	1/2 Hour	920	\$16.00	\$14,720.00
Title IIIB Home Health Aide	1/2 Hour	110	\$16.58	\$1,823.80
Title IIIB Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	45,702		\$731,295.80
7/01/2025 through 06/30/2026 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	44,672	\$16.00	\$714,752.00
Title IIIB In Home Services	1/2 Hour	920	\$16.00	\$14,720.00
Title IIIB Home Health Aide	1/2 Hour	110	\$16.58	\$1,823.80
Title IIIB Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	45,702		\$731,295.80
	Overall Total	213,210		\$2,925,175.60

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: 0006659773



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2024.

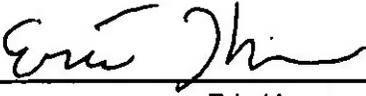
A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Eric Horne of VNA at HCS, Inc. do hereby certify that:

1. I am the Treasurer of VNA at HCS, Inc.
2. That the President & CEO is hereby authorized on behalf of this company to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as they may deem necessary, desirable or appropriate, and Maura McQueeney is the duly elected President & CEO of this company.
3. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the company and that this authorization shall remain valid for thirty (30) days from the date of this certificate.



Name: Eric Horne
Title: Treasurer
Company Name: VNA at HCS

4/3/24
Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/22/2024

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

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

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Nicole Rhuda PHONE (A/C, No, Ext): 855 874-0123 E-MAIL ADDRESS: nicole.rhuda@usi.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Home Healthcare Hospice & Community Services Inc 312 Marlboro Street Keene, NH 03431	INSURER A: Wesco Insurance Company	NAIC # 25011
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDLSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WWC3696566	01/01/2024	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

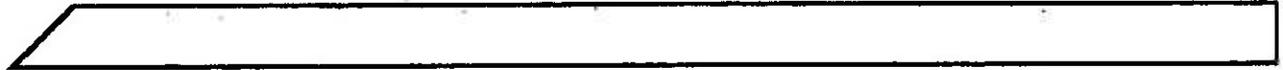
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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, 2023 and 2022

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, 2023 and 2022, 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 the Association as of June 30, 2023 and 2022, 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.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, the Association adopted Financial Accounting Standards Board Accounting Standards Codification Topic 842, Leases during the year ended June 30, 2023. Our opinion is not modified with respect to that matter.

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 the Association'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.

Board of Directors
Home Healthcare, Hospice & Community Services, Inc. and Affiliate
Page 2

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 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 the Association'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 the Association'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 December 19, 2023 on our consideration of the Association'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 the Association'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 the Association's internal control over financial reporting and compliance.

Berry Dawn McNeil & Parker, LLC

Manchester, New Hampshire

December 19, 2023, except for the Schedule of Expenditures of Federal Awards which the date is March 28, 2024

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Consolidated Balance Sheets

June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 1,015,708	\$ 1,298,118
Short-term investments	-	14,208
Patient accounts receivable, net	2,096,258	1,788,549
Other receivables	443,698	428,903
Prepaid expenses	<u>366,916</u>	<u>326,715</u>
Total current assets	3,922,580	3,856,493
Assets limited as to use	13,932,601	12,775,139
Operating lease right-of-use assets, net	208,515	-
Property and equipment, net	<u>2,163,542</u>	<u>2,382,738</u>
Total assets	<u>\$ 20,227,238</u>	<u>\$ 19,014,370</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable and accrued expenses	\$ 560,942	\$ 302,158
Accrued payroll and related expenses	970,787	961,056
COVID-19 refundable advances and other deferred revenue	31,285	257,913
Current portion of operating lease obligations	<u>74,399</u>	<u>-</u>
Total current liabilities	1,637,413	1,521,127
Operating lease obligations, net of current portion	<u>139,584</u>	<u>-</u>
Total liabilities	<u>1,776,997</u>	<u>1,521,127</u>
Net assets		
Without donor restrictions	17,641,277	16,776,013
With donor restrictions	<u>808,964</u>	<u>717,230</u>
Total net assets	<u>18,450,241</u>	<u>17,493,243</u>
Total liabilities and net assets	<u>\$ 20,227,238</u>	<u>\$ 19,014,370</u>

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

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Consolidated Statements of Operations

Years Ended June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Operating revenue		
Net patient service revenue	\$ 15,157,307	\$ 13,018,339
COVID-19 relief funding and other operating revenue	2,916,202	2,959,326
Gain on sale of financial asset	-	34,300
Net assets released for operations	<u>98,173</u>	<u>154,426</u>
Total operating revenue	<u>18,171,682</u>	<u>16,166,391</u>
Operating expenses		
Salaries and related expenses	13,799,638	12,951,084
Other operating expenses	5,217,175	4,480,821
Depreciation and amortization	<u>296,554</u>	<u>363,012</u>
Total operating expenses	<u>19,313,367</u>	<u>17,794,917</u>
Operating loss	<u>(1,141,685)</u>	<u>(1,628,526)</u>
Other revenue and gains (losses)		
Contributions and fundraising income	597,513	650,889
Investment income, net	204,493	160,709
Change in fair value of investments	<u>1,204,943</u>	<u>(1,867,525)</u>
Total other revenue and gains (losses)	<u>2,006,949</u>	<u>(1,055,927)</u>
Excess (deficit) of revenue over expenses	865,264	(2,684,453)
Net assets released for capital acquisition	<u>-</u>	<u>30,525</u>
Change in net assets without donor restrictions	<u>\$ 865,264</u>	<u>\$ (2,653,928)</u>

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

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Consolidated Statements of Changes in Net Assets

Years Ended June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Net assets without donor restrictions		
Excess (deficit) of revenue over expenses	\$ 865,264	\$ (2,684,453)
Net assets released for capital acquisition	<u>-</u>	<u>30,525</u>
Change in net assets without donor restrictions	<u>865,264</u>	<u>(2,653,928)</u>
Net assets with donor restrictions		
Contributions	163,716	13,515
Investment income	3,683	2,623
Change in fair value of investments	22,508	(30,864)
Net assets released for operations	(98,173)	(154,426)
Net assets released for capital acquisition	<u>-</u>	<u>(30,525)</u>
Change in net assets with donor restrictions	<u>91,734</u>	<u>(199,677)</u>
Change in net assets	956,998	(2,853,605)
Net assets, beginning of year	<u>17,493,243</u>	<u>20,346,848</u>
Net assets, end of year	<u>\$ 18,450,241</u>	<u>\$ 17,493,243</u>

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

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Consolidated Statements of Cash Flows

Years Ended June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities		
Change in net assets	\$ 956,998	\$ (2,853,605)
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation and amortization	296,554	363,012
Change in fair value of investments	(1,227,451)	1,898,389
Investment income restricted for reinvestment	(3,683)	(2,623)
Gain on sale of financial assets	-	(34,300)
(Increase) decrease in the following assets:		
Short-term investments	14,208	3,966
Patient accounts receivable	(307,709)	73,507
Other receivables	(14,795)	(85,051)
Prepaid expenses	(40,201)	(48,710)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	258,784	(135,797)
Accrued payroll and related expenses	9,731	(279,669)
COVID-19 refundable advances and other deferred revenue	<u>(226,628)</u>	<u>224,331</u>
Net cash used by operating activities	<u>(284,192)</u>	<u>(876,550)</u>
Cash flows from investing activities		
Purchase of investments	(5,869,153)	(3,218,446)
Proceeds from sale of investments	5,942,825	2,961,354
Capital expenditures, net of proceeds	<u>(71,890)</u>	<u>(54,103)</u>
Net cash provided (used) by investing activities	<u>1,782</u>	<u>(311,195)</u>
Net decrease in cash and cash equivalents	<u>(282,410)</u>	<u>(1,187,745)</u>
Cash and cash equivalents, beginning of year	<u>1,298,118</u>	<u>2,485,863</u>
Cash and cash equivalents, end of year	<u>\$ 1,015,708</u>	<u>\$ 1,298,118</u>

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, 2023 and 2022

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. 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).

Recently Adopted Accounting Principle

Effective July 1, 2022, the Association adopted FASB ASC Topic 842, *Leases* (Topic 842). The Association determines if an arrangement is a lease or contains a lease at inception of a contract. A contract is determined to be or contain a lease, if the contract conveys the right to control the use of identified property, plant or equipment (an identified asset) in exchange for consideration. The Association determines these assets are leased because the Association has the right to obtain substantially all of the economic benefit from and the right to direct the use of the identified asset. Assets in which the supplier or lessor has the practical ability and right to substitute alternative assets for the identified asset and would benefit economically from the exercise of its right to substitute the asset are not considered to be or contain a lease because the Association determines it does not have the right to control and direct the use of the identified asset. The Association's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

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In evaluating its contracts, the Association separately identifies lease and non-lease components, such as common area and other maintenance costs, in calculating the right-of-use (ROU) assets and lease obligations. The Association has elected the practical expedient to not separate lease and non-lease components and classifies the contract as a lease if consideration in the contract allocated to the lease component is greater than the consideration allocated to the non-lease agreement.

Leases result in the recognition of ROU assets and lease obligations on the consolidated balance sheet. ROU assets represent the right to use an underlying asset for the lease term, and lease obligations represent the obligation to make lease payments arising from the lease, measured on a discounted basis. The Association determines lease classification as operating or finance at the lease commencement date. The Association did not have any finance leases as of June 30, 2023.

At lease inception, the lease obligation is measured at the present value of the lease payments over the lease term. The ROU asset equals the lease obligation adjusted for any initial direct costs, prepaid or deferred rent, and lease incentives. Topic 842 requires the use of the implicit rate in the lease when readily determinable. As most of the leases do not provide an implicit rate, the Association elected the practical expedient to use the risk-free rate when the rate of the lease is not implicit in the lease agreements.

The lease term may include options to extend or to terminate the lease that the Association is reasonably certain to exercise. Lease expense for operating leases is recognized on a straight-line basis over the lease term.

The Association has elected not to record leases with an initial term of 12 months or less on the consolidated balance sheet. Lease expense on such leases is recognized on a straight-line basis over the lease term.

Upon adoption of Topic 842, the Association elected the package of practical expedients permitted under the transition guidance within the new standard which includes the following: relief from determination of lease contracts included in existing or expiring leases at the point of adoption, relief from having to reevaluate the classification of leases in effect at the point of adoption and relief from reevaluation of existing leases that have initial direct costs associated with the execution of the lease contract.

The adoption of Topic 842 resulted in the recognition of the below assets and liabilities on July 1, 2022:

Operating lease right-of-use assets	\$ <u>266,818</u>
Current portion of operating lease obligations	53,909
Operating lease obligations, net of current portion	<u>212,909</u>
Operating lease obligations	\$ <u>266,818</u>

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Results for the period prior to July 1, 2022 continue to be reported in accordance with the Association's historical accounting treatment for leases.

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.

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.

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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 \$2,096,258; \$1,788,549; and \$1,862,056 at June 30, 2023, 2022, and 2021, 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 excess (deficit) of revenue over expenses to simplify the presentation of these amounts in the consolidated statement of operations, unless otherwise stipulated by the donor or State law.

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

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 and amortization. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation and amortization 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.

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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.

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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.

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.

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 \$16,307 and \$248,428 in grant funding under ARPA through the State of New Hampshire Home and Community Based Service fund during the years ended June 30, 2023 and 2022, respectively, for the purpose of workforce investment. The Association incurred qualifying recruitment and retention expenses of \$162,579 and \$53,478 during the years ended June 30, 2023 and 2022, respectively, 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, 2023 and 2022, respectively, were \$13,715 and \$194,951 and are included in COVID-19 refundable advances and other deferred revenue on the consolidated balance sheets. The funds are available to use through March 31, 2024.

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2. Availability and Liquidity of Financial Assets

As of June 30, 2023, the Association has working capital of \$2,285,167 and average days (based on normal expenditures) cash on hand of 19.

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>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 1,015,708	\$ 1,298,118
Short-term investments	-	14,208
Patient accounts receivable, net	2,096,258	1,788,549
Other receivables	<u>443,698</u>	<u>428,903</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 3,555,664</u>	<u>\$ 3,529,778</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.

3. Investments and Assets Limited as to Use

Investments and assets limited as to use, stated at fair value, were as follows:

	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 364,706	\$ 1,071,402
U.S. Government and corporate bonds	2,064,603	2,283,550
Marketable securities	8,126,646	7,307,967
Mutual funds	<u>3,376,646</u>	<u>2,126,428</u>
Total investments and assets limited as to use	<u>\$ 13,932,601</u>	<u>\$ 12,789,347</u>

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	<u>2023</u>	<u>2022</u>
Short-term investments without restrictions or designations	\$ _____ -	\$ _____ 14,208
Assets limited as to use		
Board-designated for future use	13,123,637	12,057,909
Donor-restricted, time or purpose	329,089	217,704
Endowment investments - unappropriated spending	245,644	265,295
Donor-restricted, perpetual in nature	<u>234,231</u>	<u>234,231</u>
Total assets limited as to use	<u>13,932,601</u>	<u>12,775,139</u>
Total investments and assets limited as to use	<u>\$ 13,932,601</u>	<u>\$ 12,789,347</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. The Association did not have any Level 3 assets or liabilities as of June 30, 2023 or 2022.

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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, 2023</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
Cash and cash equivalents	\$ 364,706	\$ -	\$ 364,706
U.S. Government and corporate bonds	-	2,064,603	2,064,603
Equity securities	8,126,646	-	8,126,646
Mutual funds	<u>3,376,646</u>	<u>-</u>	<u>3,376,646</u>
Total	<u>\$ 11,867,998</u>	<u>\$ 2,064,603</u>	<u>\$ 13,932,601</u>
	<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>

Investment income and change in fair value of investments and assets limited as to use consisted of the following:

	<u>2023</u>	<u>2022</u>
Net assets without donor restrictions		
Investment income, net of fees	\$ 204,493	\$ 160,709
Change in fair value of investments	1,204,943	(1,867,525)
Restricted net assets		
Investment income	3,683	2,623
Change in fair value of investments	<u>22,508</u>	<u>(30,864)</u>
Total	<u>\$ 1,435,627</u>	<u>\$ (1,735,057)</u>

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4. Property and Equipment

Property and equipment consisted of the following:

	<u>2023</u>	<u>2022</u>
Land	\$ 515,786	\$ 515,786
Building and improvements	5,704,016	5,704,016
Furniture, fixtures, and equipment	3,445,027	3,379,278
Construction in progress	<u>27,757</u>	<u>27,757</u>
Total cost	9,692,586	9,626,837
Less accumulated depreciation and amortization	<u>7,529,044</u>	<u>7,244,099</u>
Total property and equipment, net	<u>\$ 2,163,542</u>	<u>\$ 2,382,738</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 1.25% above the prime rate (9.50% at June 30, 2023). There was no outstanding balance at June 30, 2023 and 2022.

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6. Net Assets with Donor Restrictions

Net assets with donor restrictions consisted of the following:

	<u>2023</u>	<u>2022</u>
Time or purpose restrictions for:		
Haskell endowment fund accumulated earnings - for office rent	\$ 241,400	\$ 264,104
Johnson Family endowment fund accumulated earnings - for capital expenditures	3,993	4,714
Hospice accumulated earnings	251	958
Furniture and capital improvements	18,037	10,365
HEAL program	24,405	-
Palliative education	50,000	-
Music program	1,197	-
Outpatient Center	32,500	-
Bereavement	3,000	-
Operations accumulated earnings	-	(414)
Jones endowment fund accumulated earnings - for equipment	-	(1,671)
Bednar endowment fund accumulated earnings - for general purposes	-	(2,397)
Hospice memorial garden	106,631	112,374
Barbara Duckett scholarship	<u>93,319</u>	<u>94,966</u>
Total	<u>\$ 574,733</u>	<u>\$ 482,999</u>
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>

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

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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.
- (9) Funds with deficiencies.

Return Objectives and Risk Parameters

The investment portfolio is managed to provide for the long-term support of the Association. Accordingly, these funds are managed with disciplined, longer-term investment objectives and strategies designed to meet cash flow and spending requirements. Management of the assets is designed to attain the maximum total return consistent with acceptable and agreed-upon levels of risk. The Association benchmarks its portfolio performance against a number of commonly used indices.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Association relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Association targets an asset allocation strategy wherein assets are diversified among several asset classes. The pursuit of maximizing total return is tempered by the need to minimize the volatility of returns and preserve capital. As such, the Association seeks broad diversification among assets having different characteristics with the intent to endure lower relative performance in strong markets in exchange for greater downside protection in weak markets.

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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, 2023, 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.

The following summarizes changes in endowment assets:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>		<u>Total</u>
		<u>Purpose Restrictions</u>	<u>Perpetual in Nature</u>	
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 gains 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	12,057,909	265,295	234,231	12,557,435
Investment income, net	197,199	3,683	-	200,882
Realized and unrealized loss on investments	1,204,933	22,508	-	1,227,441
Use of board designated funds for operations	(400,000)	-	-	(400,000)
Contributions	63,596	-	-	63,596
Net assets released from restrictions	-	(45,842)	-	(45,842)
Balance June 30, 2023	<u>\$ 13,123,637</u>	<u>\$ 245,644</u>	<u>\$ 234,231</u>	<u>\$ 13,603,512</u>

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**Notes to Consolidated Financial Statements****June 30, 2023 and 2022****8. Net Patient Service Revenue**

Net patient service revenue is as follows:

	<u>2023</u>	<u>2022</u>
Medicare	\$ 12,760,296	\$ 10,455,442
Medicaid	907,321	387,618
Other third-party payers	1,244,667	1,910,515
Private pay	<u>245,023</u>	<u>264,764</u>
Total	<u>\$ 15,157,307</u>	<u>\$ 13,018,339</u>

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

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

The Association provided services in other health-related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health-related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$1,585,931 and \$1,310,676 for the years June 30, 2023 and 2022, 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.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**Notes to Consolidated Financial Statements****June 30, 2023 and 2022**

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

9. Functional Expenses

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

	<u>2023</u>	<u>2022</u>
Program services		
Salaries and benefits	\$ 12,088,234	\$ 11,153,760
Program supplies	914,679	626,467
Travel	405,376	391,355
Contract services	1,061,658	1,010,901
Other operating expenses	1,235,334	1,066,802
Depreciation and amortization	<u>259,781</u>	<u>312,626</u>
Total program services	<u>15,965,062</u>	<u>14,561,911</u>
Administrative and general		
Salaries and benefits	1,711,404	1,797,324
Travel	93,474	93,373
Contract services	1,331,789	1,119,986
Other operating expenses	174,865	171,937
Depreciation and amortization	<u>36,773</u>	<u>50,386</u>
Total administrative and general	<u>3,348,305</u>	<u>3,233,006</u>
Total	<u>\$ 19,313,367</u>	<u>\$ 17,794,917</u>

Management's estimate of cost allocations at a functional level is based on Medicare cost report methodology.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

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10. Commitments and Contingencies**Leases**

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 and reconciliation to the consolidated balance sheet:

2024	\$	74,399
2025		63,163
2026		45,238
2027		<u>41,938</u>
Total lease payments		224,738
Less present value discount		<u>10,755</u>
Operating lease obligations	\$	<u>213,983</u>
Weighted-average remaining lease term		3.51 years
Weighted-average discount rate		3.05%

Operating lease costs incurred amounted to \$65,007 in 2023 and \$69,302 in 2022, which approximated the cash paid for leases.

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, 2023 and 2022. 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 \$187,425 in 2023 and \$154,133 in 2022.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**Notes to Consolidated Financial Statements****June 30, 2023 and 2022****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>2023</u>	<u>2022</u>
Medicare	69 %	65 %
Medicaid and other third-party payers	<u>31</u>	<u>35</u>
Total	<u><u>100 %</u></u>	<u><u>100 %</u></u>

13. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through December 19, 2023, 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, 2023, 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 28, 2024.

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. We identified a deficiency in internal controls, described in the accompanying schedule of findings and questioned costs as item 2023-001, that we consider to be a significant deficiency.

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*.

The Association's Response to the Finding

Government Auditing Standards requires the auditor to perform limited procedures on the Association's response to the finding identified in our audit and described in the accompanying schedule of findings and questioned costs. The Association's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

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
December 19, 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, 2023. 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, 2023.

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 an instance of noncompliance which is required to be reported in accordance with the Uniform Guidance and which is described in the accompanying schedule of findings and questioned costs as item 2023-002. 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 finding identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The Association's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

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 certain 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 controls over compliance described in the accompanying schedule of findings and questioned costs as items 2023-002, 2023-003, and 2023-004 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 response 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 response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

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 Dawn McNeil & Parker, LLC

Manchester, New Hampshire
March 28, 2024

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**Schedule of Expenditures of Federal Awards****Year Ended June 30, 2023**

<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>
Major Programs			
<u>United States Department of Health and Human Services</u>			
Pass-through State of New Hampshire Department of Health and Human Services			
Social Services Block Grant			
	93.667	1051526 & 1054065	\$ 249,366
	93.667	1051526	25,692
	93.667	1051598 & 1054074	<u>213,641</u>
Total Social Service Block Grant			<u>488,699</u>
<u>Division of Public Health Services</u>			
	93.558		<u>205,234</u>
Total Major Programs			<u>693,933</u>
Non-Major Programs			
<u>United States Department of Transportation</u>			
Pass-through State of New Hampshire Department of Transportation Formula Grants for Rural Areas and Tribal Transit Program			
	20.509	N/A	<u>275,570</u>

The accompanying notes are an integral part of the schedule.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE**Schedule of Expenditures of Federal Awards (Concluded)**

Year Ended June 30, 2023

<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>
<u>United States Department of Health and Human Services</u>			
Pass-through State of New Hampshire Department of Health and Human Services Aging Cluster Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers	93.044	1051598 & 1054074	38,953
	93.044	1051526 & 1054065	8,658
	93.044	1051526	26,292
Title III, Part C Nutrition Services	93.045	1051598 & 1054074	<u>291,925</u>
Total Aging Cluster			<u>365,828</u>
<u>Division of Public Health Services</u>			
Pass-through State of New Hampshire Bureau of Maternal and Child Health Promoting Safe and Stable Families	93.556		22,615
Division for Child, Youth and Families Stephanie Tubbs Jones Child Welfare Services	93.645		4,597
Maternal, Infant and Early Childhood Home Visiting Grant	93.870		154,193
Maternal and Child Health Services	93.994		<u>6,039</u>
Total Division of Public Health Services			<u>187,444</u>
Total Non-Major Programs			<u>828,842</u>
Total Expenditures of Federal Awards			\$ <u>1,522,775</u>

The accompanying notes are an integral part of the schedule.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2023

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, 2023. 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, 2023

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 no
 Significant deficiency(ies) identified not considered to be
 material weaknesses? yes none reported
 Noncompliance material to financial statements noted? yes no

Federal Awards

Internal control over major programs:
 Material weakness(es) identified? yes no
 Significant deficiency(ies) identified not considered to be
 material weaknesses? yes 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? yes no

Identification of major programs:

<u>AL Number(s)</u>	<u>Name of Federal Program or Cluster</u>
93.558	United States Department of Health and Human Services Temporary Assistance for Needy Families
93.667	United States Department of Health and Human Services Social Service Block Grant

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee? yes no

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Schedule of Findings and Questioned Costs (Continued)

Year Ended June 30, 2023

Section II. Findings Relating to the Consolidated Financial Statements Which are Required to be Reported in Accordance with Government Auditing Standards

Finding Number: 2023-001

Criteria: The Association is responsible for designing, implementing and maintaining effective internal controls over financial reporting that provide reasonable assurance that the internal controls will prevent misstatements or detect and correct misstatements on a timely basis, intentional or unintentional, from occurring.

Condition Found: As an additional procedure this year, we reviewed user access to the payroll software, Paycor. During our review, we noted 3 employees were listed with full user access that were terminated in a previous year. By not removing user access on the same day that an employee is terminated, the Association is vulnerable to the risk of an unauthorized access to the payroll system. In addition, we noted a large number of current employees with full access to the software.

Cause and Effect: There are no formal procedures documented to review the payroll access rights to determine if the assigned access rights are appropriate. As a result, there is potential that an error or misstatement related to payroll may not be prevented, or detected and corrected, on a timely basis.

Recommendation: We recommend that management implement a process to review employee user access to all systems and remove individuals as applicable during the termination process. We also recommend management re-evaluate system access rights and assign access to employees based on only the functions needed to perform job responsibilities.

Views of a Responsible Official and Corrective Action Plan:

Management agrees with the finding and the recommendation. See Corrective Action Plan on page 39.

Section III. Findings and Questioned Costs for Federal Awards

Finding Number: 2023-002

Information on the Federal Program:

Federal Agency: U.S. Department of Health and Human Services
Program Name: Temporary Assistance for Needy Families
AL: 93.558
Federal Award Year: Year Ended June 30, 2023

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Schedule of Findings and Questioned Costs (Continued)

Year Ended June 30, 2023

Federal Agency: U.S. Department of Health and Human Services
Program Name: Social Services Block Grant
AL: 93.667
Federal Award Identification Number: 1051598, 1054074, 1051526,
1054065
Federal Award Year: Year Ended June 30, 2023

Specific Requirement: The cost principles in 2 CFR, Part 200, Subpart E (Cost Principles) are required for the administration of federal awards of Nonprofit organizations.

Condition Found: During our audit, we noted the Association had charged the following expenditure to the grant that were deemed to be unallowable based on the Cost Principles:

- An increase to the allowance for payment adjustment recorded as bad debt expense for a total of \$372.

During our audit, we noted that Association had charged the following expenditures to the grant that were deemed to be unallowable with restrictions. We did not see any further guidance in the grant agreement to determine these were allowable costs:

- License and rental fees paid to participate in the State of New Hampshire Charitable Gaming program of \$2,125.

Context: We sampled 40 expense transactions under the Social Service Block Grant and 15 expenses under the Temporary Assistance for Needy Families Grant and noted three transactions that were not consist with the Cost Principles.

Questioned Costs: \$2,497

Cause and Effect: The Association was unaware of the Allowable Costs and Cost Principles requirements as it relates to expenditures charged to the grant.

Identification as a Repeat Finding, if Applicable: N/A

Recommendation: We recommend the Association implement a process to review all expenditures that are charged to the grant to verify that are allowable under the Federal Cost Principles.

Views of a Responsible Official and Corrective Action Plan: Management agrees with the finding and the recommendation. See Corrective Action Plan on page 39.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Schedule of Findings and Questioned Costs (Continued)

Year Ended June 30, 2023

Finding Number: 2023-003

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, 2023

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:

In response to finding 2022-001, the Association reviewed SAM for vendors when they reached the covered threshold. During our audit, we noted the Association only reviewed the SAM for vendors when they reached the covered threshold rather than when they started being paid under the grant. The Association is at risk of paying a vendor that has been suspended or debarred because the check is not performed until they reach a specific threshold.

Context:

Based on our testing, we noted that of the 6 vendors selected for tested, while they were checked against the SAM listing, this review was not performed until after the reached the covered threshold of \$25,000.

Questioned Costs:

None.

Cause and Effect:

The Association was unaware of the risk associated with the payments to vendors leading up to the \$25,000 threshold. The Association could identify a vendor that has been suspended or debarred from a federal program after they have already reached the \$25,000 and been paid under through the specific grant. The Association could also miss a vendor due to human error when reviewing the payments to vendors on a quarterly basis vendors are only checked once they have been identified through the manual process of reviewing for payments to vendors over \$25,000.

Identification as a Repeat Finding, if Applicable:

Yes, 2022-001.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Schedule of Findings and Questioned Costs (Continued)

Year Ended June 30, 2023

Recommendation: We recommend the Association implement a process to compare all vendors paid under federal grants to the SAM at least annually. 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 40.

Finding Number: **2023-004**

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, 2023

Federal Agency: U.S. Department of Health and Human Services
Program Name: Social Services Block Grant
AL: 93.667
Federal Award Identification Number: 1051598, 1054074, 1051526, 1054065
Federal Award Year: Year Ended June 30, 2023

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. We did note the client included evidence of a review and approval of the billing invoice, however, we were unable to reconcile the source documents to the billing invoice.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Schedule of Findings and Questioned Costs (Concluded)

Year Ended June 30, 2023

Context: Based on our testing, we noted on reports the month of June 2023, 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.

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: Yes, 2022-002

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 40.

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

Summary Schedule of Prior Audit Findings

Year Ended June 30, 2023

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

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

Condition Found: During our audit, we noted the Association did not review the SAM for vendors meeting the covered transaction threshold.

Recommendation: We recommended 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.

Status: Partially resolved. (See finding 2023-003)

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

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.

Recommendation: We recommended 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.

Status: Partially resolved. (See finding 2023-004)



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Home Healthcare, Hospice & Community Services, Inc. and Affiliate
Corrective Action Plan
Year ended June 30, 2023
EIN 02-0464932 & 02-0360640

New Hampshire Department of Health and Human Services

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, 2023

The findings from the auditor's schedule of findings are discussed below.

Finding 2023-001 Corrective Action Plan

The Accounting Manager will educate the Senior Management Team so that all departments are aware of this finding and the steps to prevent its recurrence. The Payroll and Accounting Manager will review and revise current processes to ensure access to payroll software, Paycor and Paylocity, is limited to active employees. Terminated employees will be limited to viewing their personal information only. Payroll staff will notify Human Resources once the last payroll check has been processed. Human Resources will be responsible for deactivating employee in payroll software. Monthly review of access rights with the payroll software will be completed by Payroll Manager and relayed to Human Resources. Updated procedures will be documented, and payroll staff will be trained on the new procedures.

Responsible Party: Judy Arellano & Richard Marion
Accounting Manager / Payroll Manager
603-352-2253

Anticipated Completion Date: 4/30/24

Finding 2023-002 Corrective Action Plan

The Accounting Manager will educate the Senior Management Team so that all departments are aware of this finding and the steps to prevent its recurrence. The Accounting Manager will work in conjunction with the AP Staff Accountant and/or Senior Assistant to ensure all expenditures being charged to grant are allowable based on Federal Cost Principles. Allowance for bad debt will be eliminated for programs that receive grant funding. Procedures will be revised as necessary and documented and staff will be trained on the new procedures.

Responsible Party: Judy Arellano
Accounting Manager
603-352-2253

Anticipated Completion Date: 4/30/24

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

Finding 2023-003 Corrective Action Plan

The Accounting Manager will educate the Senior Management Team so that all departments are aware of this finding and the steps to prevent its recurrence. The Accounting Manager will work in conjunction with the AP Staff Accountant and/or Senior Accountant to ensure all vendors are added to Provider Trust regardless of dollar amount or program being charged. Prior year finding procedure was to review quarterly all vendors that reached the threshold of \$25,000 would be added to Provider Trust for monitoring. The revised process will include all active vendors will be added to Provider Trust. Procedures will be revised as necessary and documented. Staff will be trained on new procedure.

Responsible Party: Judy Arellano
Accounting Manager
603-352-2253
Anticipated Completion Date: 4/15/24

Finding 2023-004 Corrective Action Plan

The Accounting Manager will educate the Senior Management Team so that all departments are aware of this finding and the steps to prevent its recurrence. The Accounting Manager will work in conjunction with the Grant/Staff Accountant and/or Senior Accountant to ensure that monthly Meals on Wheels spreadsheet totals reconcile with the meals within the Serv Tracker reporting. Procedures will be revised as necessary and documented. Staff will be trained on new procedure.

Responsible Party: Judy Arellano
Accounting Manager
603-352-2253
Anticipated Completion Date: 4/15/24



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Treasurer

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Chair

Donald Mazanowski, MD
Director

William Pearson
Director

David Stinson
Director

Julie Tewksbury
Director

Andrew Tremblay, MD
Director

Maura McQueeney
President & CEO

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
PO Box 496
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

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: VNA @ HCS, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Kelly Ryan	Home Support Supervisor	\$49,725.00	\$66,300.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

GAC

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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 CommissionerMelissa A. Hardy
Director105 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.dhha.nh.gov

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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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
		Total:	\$12,091,794.44	\$240,937.30	\$12,332,731.74	

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.

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

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 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 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.

 DS

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, DLTS

VNA at HCS, Inc.

6/12/2023

Date

DocuSigned by:
Maura McQueeney
62400031AF32444
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 Guarino
748734241931726
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: VNA of HCS, 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	\$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)	
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

JUN15'22 PM 3:00 RCVD



MAC
47

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
		Total:	\$11,347,242.44

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.

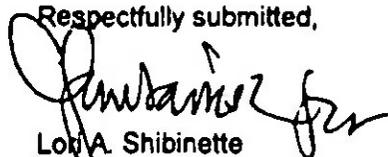
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, 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
Technical												
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
TOTAL POINTS	100	91	89	87	87	83	62	62	62	58	99	99

<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 & 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

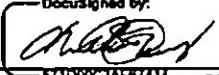
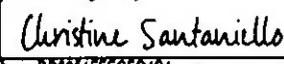
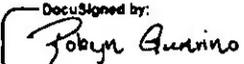
Subject: Home Health Services (RFA-2023-BEAS-06-HOMEH-06)

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**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 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: 6/8/2022		1.12 Name and Title of Contractor Signatory Maura McQueeney Date: 6/6/2022	
1.13 State Agency Signature DocuSigned by:  Date: 6/7/2022		1.14 Name and Title of State Agency Signatory Christine Santaniello Date: 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.

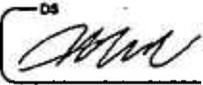
6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

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.

Contractor Initials 
Date 6/6/2022

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.

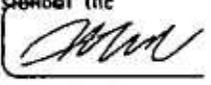
11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the 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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**New Hampshire Department of Health and Human Services
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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 Cheshire County.

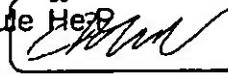
1.4. For the purposes of this Agreement, all references to days shall mean business days, excluding state and federal holidays.

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

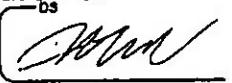
1.8.6.1. The Contractor shall comply with the donation requirements for Title III Services. The Contractor:

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.

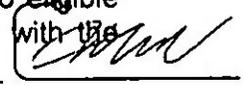
1.8.11.2. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

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.



**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

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**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. 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 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 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 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

- 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	\$ -

VNA at HCS, Inc.
 RFA-2023-BEAS-06-HOMEH-06
 Exhibit C-1
 Page 1 of 1

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

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

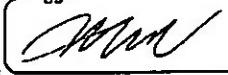
6/6/2022

Date

DocuSigned by:

Name: Maura McQueeney

Title: CEO/CEO HCS

Vendor Initials 
Date 6/6/2022



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-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: VNA at HCS INC

6/6/2022

Date

DocuSigned by:

Name: MAURA McQueeney

Title: CEO/COO HCS

Exhibit E - Certification Regarding Lobbying

Vendor Initials

Date 6/6/2022

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: VNA at HCS INC

6/6/2022

Date

DocuSigned by:
[Signature]
Name: Maurya McQueeney
Title: CEO/COO HCS

DB
[Signature]
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

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

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit 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/CEO HCS

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.

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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 (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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[Handwritten Signature]

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

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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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[Handwritten Signature]

6/6/2022
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

VNA at HCS INC

The State by:

Name of the Contractor

Christine Santaniello

Maura McQueeney

Signature of Authorized Representative

Signature of Authorized Representative

Christine Santaniello

Maura McQueeney

Name of Authorized Representative
Associate Commissioner

Name of Authorized Representative

Title of Authorized Representative

CEO/CO HCS

Title of Authorized Representative

6/7/2022

6/6/2022

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: VNA at HCS INC

6/6/2022

Date

DocuSigned by:

Name: Maura 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?

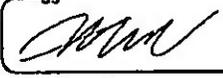
 NO x YES

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: _____

Contractor Initials 
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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

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

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 #2**

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), as amended on June 28, 2023 (Item #62), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$5,775,917.80
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 58.47% Federal funds:
 - 1.1.1. 8.29% 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, ALN 93.044, FAINs 2201NHOASS and 2301NHOASS;
 - 1.1.2. 49.74% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, ALN 93.667, FAIN 2101NHSOSR; and
 - 1.1.3. .44% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supporting Services, ALN 93.044, FAIN 2101NHSSC6.
 - 1.2. 41.53% General funds.
4. Modify Exhibit C, Payment Terms, Section 3, lead in paragraph only, to read:
 3. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-1, Amendment #2, Rate Sheet through Exhibit C-2, Amendment #2, Rate Sheet.
5. Modify Exhibit C-1, Rate Sheet, by replacing it in its entirety with Exhibit C-1, Amendment #2, Rate Sheet which is attached hereto and incorporated by reference herein.
6. Modify Exhibit C-2, Rate Sheet, by replacing it in its entirety with Exhibit C-2, Amendment #2, Rate Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, 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

4/30/2024

Date

DocuSigned by:

Melissa Hardy

1323A24040DF495

Name: Melissa Hardy

Title: Director, DLTS

Waypoint

4/29/2024

Date

DocuSigned by:

Borja Alvarez de Toledo

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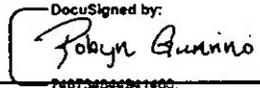
Name: Borja Alvarez de Toledo

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

4/30/2024
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:

Exhibit C-1, Amendment #2, Rate Sheet

Adult In-Home Care - 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 III B In Home Services	1/2 Hour	10,476	\$12.00	\$125,712.00
Title III B Home Health Aide	1/2 Hour	1,810	\$16.00	\$28,960.00
Title III B Nursing	1/2 Hour	300	\$25.73	\$7,719.00
	Subtotal	89,966		\$1,090,951.00
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 III B In Home Services	1/2 Hour	10,476	\$12.00	\$125,712.00
Title III B Home Health Aide	1/2 Hour	1,810	\$16.00	\$28,960.00
Title III B Nursing	1/2 Hour	300	\$25.73	\$7,719.00
HCBS ARP In Home Services	1/2 Hour	0	\$12.00	\$0.00
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	89,966		\$1,090,951.00
7/01/2024 through 06/30/2025 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	58,035	\$16.00	\$928,560.00
Title III B In Home Services	1/2 Hour	7,857	\$16.00	\$125,712.00
Title III B Home Health Aide	1/2 Hour	1,747	\$16.58	\$28,965.26
Title III B Nursing	1/2 Hour	120	\$64.50	\$7,740.00
	Subtotal	67,759		\$1,090,977.26
7/01/2025 through 06/30/2026 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	58,035	\$16.00	\$928,560.00
Title III B In Home Services	1/2 Hour	7,857	\$16.00	\$125,712.00
Title III B Home Health Aide	1/2 Hour	1,747	\$16.58	\$28,965.26
Title III B Nursing	1/2 Hour	120	\$64.50	\$7,740.00
	Subtotal	67,759		\$1,090,977.26
	Overall Total	315,450		\$4,363,856.52

Exhibit C-2, Amendment #2, Rate Sheet

Adult In-Home Care - Waypoint

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 III B In Home Services	1/2 Hour	4,343	\$12.00	\$52,116.00
Title III B Home Health Aide	1/2 Hour	1,563	\$16.00	\$25,008.00
Title III B Nursing	1/2 Hour	0	\$25.73	\$0.00
	Subtotal	28,272		\$345,516.00

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	22,366	\$12.00	\$268,392.00
Title III B In Home Services	1/2 Hour	4,343	\$12.00	\$52,116.00
Title III B Home Health Aide	1/2 Hour	1,563	\$16.00	\$25,008.00
Title III B Nursing	1/2 Hour	0	\$25.73	\$0.00
HCBS ARP In Home Services	1/2 Hour	0	\$12.00	\$0.00
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	28,272		\$345,516.00

7/01/2024 through 06/30/2025 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	16,775	\$16.00	\$268,400.00
Title III B In Home Services	1/2 Hour	3,257	\$16.00	\$52,112.00
Title III B Home Health Aide	1/2 Hour	1,508	\$16.58	\$25,002.64
Title III B Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	21,540		\$345,514.64

7/01/2025 through 06/30/2026 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	16,775	\$16.00	\$268,400.00
Title III B In Home Services	1/2 Hour	3,257	\$16.00	\$52,112.00
Title III B Home Health Aide	1/2 Hour	1,508	\$16.58	\$25,002.64
Title III B Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	21,540		\$345,514.64
	Overall Total	99,624		\$1,382,061.28

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: 0006363884



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of December 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:

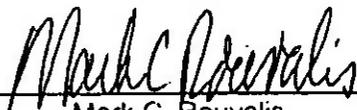
RESOLVED: That this corporation enters into a contract with the State of New Hampshire, and any of its Agencies or Departments.

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.

4/17/24
Date


Mark C. Rouvalis



WAYPOINT

Help Along the Way

Formerly
CHILD AND FAMILY SERVICES

MISSION STATEMENT:

Empowering people of all ages through an array of human services and advocacy



HEADQUARTERS

toll free (800) 640.6486
office (603) 518.4000
fax (603) 668.6260

464 Chestnut Street
PO Box 448
Manchester, NH 03105
waypointnh.org



WAYPOINT

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		
Assets				
Current Assets:				
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
Total Current Assets	3,452,814	-	3,452,814	3,012,680
Noncurrent Assets:				
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	-
Total Noncurrent Assets	25,336,027	5,692,660	31,028,687	32,406,008
Total Assets	\$ 28,788,841	\$ 5,692,660	\$ 34,481,501	\$ 35,418,688
Liabilities and Net Assets				
Current Liabilities:				
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
Total Current Liabilities	2,137,811	-	2,137,811	1,778,842
Noncurrent Liabilities:				
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
Total Noncurrent Liabilities	5,165,314	-	5,165,314	5,833,557
Total Liabilities	7,303,125	-	7,303,125	7,612,399
Net Assets:				
Without donor restrictions	21,485,716	-	21,485,716	20,919,645
With donor restrictions	-	5,692,660	5,692,660	6,886,644
Total Net Assets	21,485,716	5,692,660	27,178,376	27,806,289
Total Liabilities and Net Assets	\$ 28,788,841	\$ 5,692,660	\$ 34,481,501	\$ 35,418,688

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		
Support and Revenue				
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
Operating Expenses				
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	18,873,686	-	18,873,686	16,669,269
Change in Net Assets From Operations	1,926,709	(563,320)	1,363,389	1,003,483
Nonoperating Activities				
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	(1,360,638)	(630,664)	(1,991,302)	2,743,290
Change in Net Assets	566,071	(1,193,984)	(627,913)	3,746,773
Net Assets, Beginning of Year	20,919,645	6,886,644	27,806,289	24,059,516
Net Assets, End of Year	\$ 21,485,716	\$ 5,692,660	\$ 27,178,376	\$ 27,806,289

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			2022 Total	2021 Total
	Program Services	Management and General	Fundraising		
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	<u>-</u>	<u>-</u>	<u>(153,690)</u>	<u>(153,690)</u>	<u>(56,246)</u>
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>
Cash Flows From Operating Activities		
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	(172,182)	-
Net Cash Provided (Used) By Operating Activities	<u>2,241,288</u>	<u>(849,824)</u>
Cash Flows From Investing Activities		
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>
Net Cash Used By Investing Activities	<u>(2,709,628)</u>	<u>(404,476)</u>
Cash Flows From Financing Activities		
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>
Net Cash Used By Financing Activities	<u>(153,584)</u>	<u>(160,000)</u>
Net Change in Cash and Cash Equivalents and Restricted Cash	<u>(621,924)</u>	<u>(1,414,300)</u>
Cash and Cash Equivalents, and Restricted Cash, Beginning of Year	<u>1,411,125</u>	<u>2,825,425</u>
Cash and Cash Equivalents, and Restricted Cash, End of Year	<u>\$ 789,201</u>	<u>\$ 1,411,125</u>
Supplemental Disclosure of Cash Flow Information:		
Cash paid during the year for interest	<u>\$ 251,392</u>	<u>\$ 233,409</u>
Supplemental Disclosure of Non-cash Investing Activity:		
RMCC fixed assets and beneficial interest (Note 21)	<u>\$ 1,332,247</u>	<u>\$ -</u>
As reported in the Consolidated Statement of Financial Position, cash balance consists of:		
Cash and cash equivalents	\$ 712,445	\$ 1,337,022
Restricted cash	<u>76,756</u>	<u>74,103</u>
Total cash, cash equivalents, and restricted cash	<u>\$ 789,201</u>	<u>\$ 1,411,125</u>

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%		<u>231,880</u>	<u>294,442</u>
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>
Total	<u>\$ 5,692,660</u>	<u>\$ 6,886,644</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the 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	<u>42,806</u>	<u>42,559</u>
	2,966,121	540,451
Restricted purpose spending-rate distributions and appropriations:		
General operations	15,259	14,100
Other purposes	<u>74,444</u>	<u>40,012</u>
	<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:

	<u>Revenue Recognized</u>		<u>Utilization in Programs/Activities</u>	<u>Valuation Techniques and Inputs</u>
	<u>2022</u>	<u>2021</u>		
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>\$ 2,549,926</u>
Liabilities:	
Accounts payable	\$ 2,782
Accrued payroll and related liabilities	<u>25,341</u>
Total Liabilities	<u>\$ 28,123</u>
Net Assets:	
Net assets without donor restrictions	\$ 2,289,556
Net assets with donor restrictions	<u>232,247</u>
Total Net Assets	<u>\$ 2,521,803</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
Total	\$ 4,905,435	\$ 5,310,480	\$ 2,879,321	\$ 1,912,081	\$ 202,769	\$ 51,651	\$ 15,261,737	\$ 2,816,820	\$ 948,819	\$ 19,027,376

See Independent Auditor's Report.

WAYPOINT

Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2021

	Family Preservation	Family Support	Runaway & Homeless Youth	Homecare	Advocacy	Camp	Total Program	Management and General	Fundraising	2021 Total
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
Total	\$ 4,607,071	\$ 4,194,548	\$ 2,543,868	\$ 1,959,781	\$ 172,636	\$ 10,282	\$ 13,488,186	\$ 2,533,833	\$ 703,496	\$ 16,725,515

See Independent Auditor's Report.

Waypoint Trustees 2023

Melissa Biron

Jennifer Cassin

William Conrad

Helen Crowe

Rob Dapice

Jane E. Gile, *Secretary*

Emily Hammond

Sudi Lett

Marc Lubelczyk

Marilyn T. Mahoney

Holly P. Mintz

Zach Palmer

Mark C. Rouvalis, *Chair*

Kyle Schofield

Jeffrey P. Seifert, *Treasurer*

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 (Instituto 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* (2nd ed.), New York: Oxford University Press, 2009
- 2006 *Topical Discussion: Advancing Community-Based Clinical Practice and Research: Learning in the Field.* Presented at the 19th 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 14th 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



WORK EXPERIENCE

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

Budgeting - 10+ years

Financial Reporting - 10+ years

Month End Closing - 10+ years

Responsible for all audits - 10+ years

EDUCATION

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

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Waypoint

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Borja Alvarez de Toledo	President and CEO	\$0.00	\$195,000
Colleen Ives	COO	\$0.00	\$127,338.
Denise Bennett	Director of Finance	\$0.00	\$125,000
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

GAC

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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 CommissionerMelissa A. Hardy
Director105 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 9, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301REQUESTED 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 \$12,091,784.44 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 Now 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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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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
		Total:	\$12,091,794.44	\$240,937.30	\$12,332,731.74	

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.

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

05-95-93-930010-2608 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 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 or mailed to:

Waypoint

RFA-2023-BEAS-06-HOMEH-07-A01

A-S-1.2

Page 1 of 4

Contractor Initials

Date 6/6/2023

ds
BLT

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}
BAT

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, DLTS

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
749734844944400
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: <u>Waypoint (Hillsborough County)</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	\$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)	
Other: Retention Stipends & Bonus	\$15,000
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$15,000
Total Indirect Costs	
TOTAL	\$15,000

US
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)	
Other: Retention Stipends & Bonus	\$15,000
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$15,000
Total Indirect Costs	
TOTAL	\$15,000

Contractor Initials
Date 6/6/2023

BIT

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
		Total:	\$11,347,242.44

MAC

47

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.

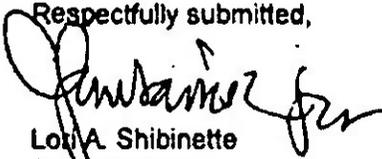
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, 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
Technical												
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
TOTAL POINTS	100	91	89	87	87	83	62	62	62	58	99	99

Reviewer Name

1 Shawn Martin

2 Kathleen Gray

3 Thom O'Connor

4 Alyssa Voisine

Title

Finance Administrator

Bureau of Family Centered Support Staff

BEAS Program Administrator

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-07)

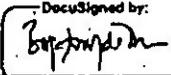
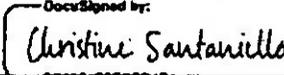
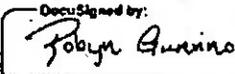
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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:  Date: 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:  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:  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.



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 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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**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.

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

EXHIBIT B

Scope of Services

1. Statement of Work

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

- 1.1.1. New Hampshire's Medicaid State Plan.
- 1.1.2. Any of the Home and Community Based Care Waivers administered by the Department.
- 1.1.3. The Medicare Program.
- 1.1.4. Services provided through the Veterans Administration.

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

- 1.2.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
- 1.2.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
- 1.2.3. Title XX of the United States, Social Services Block Grant (SSBG).
- 1.2.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

1.3. The Contractor shall ensure services are available in 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

**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.

**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:

**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.

**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.



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

EXHIBIT B

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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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- 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

**New Hampshire Department of Health and Human 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.

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

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.

**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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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.

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**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
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:

**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 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 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 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

- 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.

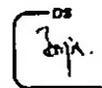
A small rectangular box containing handwritten initials, possibly "J.M.", with a "DS" stamp in the top right corner.

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

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

Vendor Initials

J. J. J.

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.

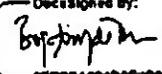
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name: waypoint

6/8/2022

Date

Decided 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:
Borja Alvarez de Toledo

Name: Borja Alvarez de Toledo

Title: president and CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials

DS
BJA

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 Order 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: waypoint

6/8/2022

Date

DocuSigned by:
[Signature]
Name: Borja Alvarez de Toledo
Title: president and CEO

DS
[Signature]
Contractor Initials
6/8/2022
Date

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: waypoint

6/8/2022

Date

DocuSigned by:

Name: Borja Alvarez de Toledo

Title: president and CEO

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit 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

DS

Contractor Initials

6/8/2022

Date



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.



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.

3/2014

Contractor Initials

[Handwritten Signature]

Date 6/8/2022



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:
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:

Name: Soledad Alvarez de Toledo

Title: president and CEO

Contractor Initials 
Date 6/8/2022



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: 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: _____

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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[Signature]

New Hampshire Department of Health and Human Services

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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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

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

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), as amended on June 28, 2023 (Item #62), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$552,254.48
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 60.22% Federal funds:
 - 1.1.1. 2.27% 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, ALN 93.044, FAINs 2201NHOASS and 2301NHOASS;
 - 1.1.2. 55.64% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, ALN 93.667, FAIN 2101NHSOSR; and
 - 1.1.3. 2.31% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supporting Services, ALN 93.044, FAIN 2101NHSSC6.
 - 1.2. 39.78% General funds.
4. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Unit-Based Reimbursement
 - 3.1. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-3, Amendment #2, Rate Sheet.
5. Add Exhibit C-3, Amendment #2, Rate Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, 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

4/26/2024

Date

DocuSigned by:
Melissa Hardy
1373A24040DF495

Name: Melissa Hardy
Title: Director, DLSS

Cornerstone VNA

4/26/2024

Date

DocuSigned by:
Julie Reynolds
10F80F00F000492

Name: Julie Reynolds
Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

4/29/2024

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-3, Amendment #2, Rate Sheet

Adult In-Home Care - Cornerstone VNA

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 III B In Home Services	1/2 Hour	0	\$12.00	\$0.00
Title III B Home Health Aide	1/2 Hour	392	\$16.00	\$6,272.00
Title III B Nursing	1/2 Hour	0	\$25.73	\$0.00
	Subtotal	11,062		\$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 III B In Home Services	1/2 Hour	0	\$12.00	\$0.00
Title III B Home Health Aide	1/2 Hour	392	\$16.00	\$6,272.00
Title III B Nursing	1/2 Hour	0	\$25.73	\$0.00
HCBS ARP In Home Services	1/2 Hour	0	\$12.00	\$0.00
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	11,062		\$134,312.00

7/01/2024 through 06/30/2025 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	8,003	\$16.00	\$128,048.00
Title III B In Home Services	1/2 Hour	0	\$16.00	\$0.00
Title III B Home Health Aide	1/2 Hour	378	\$16.58	\$6,267.24
Title III B Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	8,381		\$134,315.24

7/01/2025 through 06/30/2026 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	8,003	\$16.00	\$128,048.00
Title III B In Home Services	1/2 Hour	0	\$16.00	\$0.00
Title III B Home Health Aide	1/2 Hour	378	\$16.58	\$6,267.24
Title III B Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	8,381		\$134,315.24
	Overall Total	38,886		\$537,254.48

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: 0006676564



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of April A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Marilyn Staff, 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, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Julie Reynolds (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: 04/25/2024

Marilyn Staff
Signature of Elected Officer
Name: Marilyn Staff
Title: Secretary of BOARD

Cornerstone VNA

— Mission —

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.

— Vision —

We envision our community achieving their highest quality of life through full access to our health care services and resources.

— Values —

Trust – Respect – Understand – Support – Teach



CORNERSTONE VNA
HOME • HEALTH • HOSPICE

Trusted Care since 1913

Cornerstone VNA

— Values —

Trust – Respect – Understand – Support – Teach

Trust: We can rely on each other's character, ability, and truthfulness, so our patients can rely on us.

Respect: We have a high regard for the diversity, abilities, feelings, and viewpoints of our colleagues and patients.

Understand: We carefully listen to each other and our patients before seeking to be understood.

Support: We encourage and assist each other, so we can support our patients, their families, and our community.

Teach: We share our experience and knowledge, so we can learn from and teach each other and our patients.



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FINANCIAL STATEMENTS

December 31, 2023 and 2022

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, 2023 and 2022, 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, 2023 and 2022, 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.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, Cornerstone VNA has adopted Financial Accounting Standards Board Accounting Standards Update No. 2016-13, *Financial Instruments - Credit Losses* (Topic 326): *Measurement of Credit Losses on Financial Instruments*, and related guidance, during the year ended December 31, 2023. Our opinion is not modified with respect to that matter.

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 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 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.

Board of Directors
Cornerstone VNA
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. 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.

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 21, 2024

CORNERSTONE VNA

Balance Sheets

December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 394,860	\$ 451,377
Patient accounts receivable, net	1,918,882	1,746,674
Employee retention tax credit receivable, net	-	1,749,107
Prepaid expenses and other current assets	<u>231,968</u>	<u>194,071</u>
Total current assets	2,545,710	4,141,229
Investments and assets limited as to use	12,212,218	8,505,997
Beneficial interest in perpetual trust	973,620	889,926
Property and equipment, net	<u>2,134,520</u>	<u>2,230,679</u>
Total assets	<u>\$ 17,866,068</u>	<u>\$ 15,767,831</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable and accrued expenses	\$ 639,232	\$ 571,934
Accrued payroll and related expenses	1,185,248	1,120,219
Refundable advance	848,723	148,900
Current portion of long-term debt	<u>73,242</u>	<u>55,173</u>
Total current liabilities	2,746,445	1,896,226
Long-term liabilities		
Long-term debt, less current portion	<u>370,911</u>	<u>879,655</u>
Total liabilities	<u>3,117,356</u>	<u>2,775,881</u>
Net assets		
Net assets without donor restrictions	13,764,133	12,092,224
Net assets with donor restrictions	<u>984,579</u>	<u>899,726</u>
Total net assets	<u>14,748,712</u>	<u>12,991,950</u>
Total liabilities and net assets	<u>\$ 17,866,068</u>	<u>\$ 15,767,831</u>

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

CORNERSTONE VNA

Statements of Operations

Years Ended December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Operating revenue		
Net patient service revenue	\$ 18,523,716	\$ 17,543,248
Net assets released from restrictions for operations	5,857	25,169
Grants	111,997	93,665
Municipal appropriations	74,454	78,106
Other operating revenue	<u>23,196</u>	<u>-</u>
Total operating revenue	<u>18,739,220</u>	<u>17,740,188</u>
Operating expenses		
Salaries and benefits	14,691,391	13,588,797
Professional fees and contract services	275,504	431,814
Transportation	494,496	447,755
Program supplies and expense	1,692,724	1,200,298
Occupancy	80,041	92,535
Depreciation	152,363	262,041
Interest expense	26,321	34,194
Other operating expenses	<u>1,197,343</u>	<u>981,431</u>
Total operating expenses	<u>18,610,183</u>	<u>17,038,865</u>
Operating income	<u>129,037</u>	<u>701,323</u>
Other revenue and gains (losses)		
Contributions	238,840	129,543
Gain (loss) on disposal of equipment	965	(965)
Investment income, net	317,564	191,820
Change in fair value of investments	859,147	(1,174,192)
COVID-19 relief funding	126,356	115,424
Employee retention tax credit, net	<u>-</u>	<u>(802,676)</u>
Total other revenue and gains (losses)	<u>1,542,872</u>	<u>(1,541,046)</u>
Excess (deficit) of revenues and gains (losses) over expenses and increase (decrease) in net assets without donor restriction	<u>\$ 1,671,909</u>	<u>\$ (839,723)</u>

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

CORNERSTONE VNA

Statements of Changes in Net Assets

Years Ended December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Net assets without donor restrictions		
Change in net assets without donor restrictions	\$ <u>1,671,909</u>	\$ <u>(839,723)</u>
Net assets with donor restrictions		
Contributions	7,016	25,241
Net assets released from restrictions for operations	(5,857)	(25,169)
Change in fair value of beneficial interest in perpetual trust	<u>83,694</u>	<u>(271,466)</u>
Change in net assets with donor restrictions	<u>84,853</u>	<u>(271,394)</u>
Net increase (decrease) in net assets	1,756,762	(1,111,117)
Net assets, beginning of year	<u>12,991,950</u>	<u>14,103,067</u>
Net assets, end of year	<u>\$ 14,748,712</u>	<u>\$ 12,991,950</u>

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

CORNERSTONE VNA
Statements of Cash Flows
Years Ended December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities		
Change in net assets	\$ 1,756,762	\$ (1,111,117)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	152,363	262,041
Loss on disposal of fixed assets	(965)	965
Change in fair value of investments	(859,147)	1,174,192
Change in fair value of beneficial interest in perpetual trust	(83,694)	271,466
Change in employee retention tax credit allowance	-	802,676
(Increase) decrease in the following assets		
Patient accounts receivable	(172,208)	(171,844)
Employee retention tax credit receivable	1,749,107	10,114
Prepaid expenses and other current assets	(37,897)	(13,861)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	67,298	(428,985)
Accrued payroll and related expenses	65,029	22,069
Refundable advance	<u>699,823</u>	<u>148,900</u>
Net cash provided by operating activities	<u>3,336,471</u>	<u>966,616</u>
Cash flows from investing activities		
Purchases of investments	(3,009,078)	(1,517,010)
Proceeds from sale of investments	162,004	586,809
Capital expenditures	<u>(55,239)</u>	<u>-</u>
Net cash used by investing activities	<u>(2,902,313)</u>	<u>(930,201)</u>
Cash flows from financing activities		
Principal payments on long-term debt	<u>(490,675)</u>	<u>(52,803)</u>
Net decrease in cash and cash equivalents	(56,517)	(16,388)
Cash and cash equivalents, beginning of year	<u>451,377</u>	<u>467,765</u>
Cash and cash equivalents, end of year	\$ <u>394,860</u>	\$ <u>451,377</u>
Supplemental disclosures:		
Cash paid for interest	\$ <u>26,321</u>	\$ <u>34,194</u>

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

CORNERSTONE VNA

Notes to Financial Statements

December 31, 2023 and 2022

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, 2023 and 2022

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 \$1,918,882, \$1,746,674, and \$1,417,512 as of December 31, 2023, 2022, and 2021, respectively.

Investments

The Association reports investments at fair value and has elected to report all gains and losses in the excess (deficit) of revenue and gains (losses) 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, 2023 and 2022

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, 2023 and 2022

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.

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.

Employee Retention Tax Credit

The CARES Act provides an employee retention tax credit (ERTC), which is a refundable tax credit against certain employment taxes. 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.

CORNERSTONE VNA

Notes to Financial Statements

December 31, 2023 and 2022

Management contracted with a third party to determine their eligibility for the credit. The third party determined that the Association qualified for the ERTC under the government orders test and estimated that they will receive approximately \$2,562,000.

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.

During 2023, the Association received payment on the remaining credit. The reserve established in 2022 of \$802,676 is maintained on the balance sheet as a deferred revenue until either the claim is audited or the audit period for the claim expires in April 2027, whichever occurs first.

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 was awarded \$23,503 and \$260,351 in grant funding under ARPA during the years ended December 31, 2023 and 2022, respectively, for the purpose of workforce investment. The Association incurred qualifying recruitment and retention expenses of \$126,356 and \$111,451 as of December 31, 2023 and 2022, respectively, which is recognized as COVID-19 relief funding on the statement of operations. The unspent ARPA funds as of December 31, 2023 and 2022 are reported as a refundable advance on the balance sheet.

Change in Net Assets from Operations and Performance Indicator

The statements of operations includes a measure of change in net assets without donor restrictions. Change in net assets which are excluded from the change in net assets from operations include contributions, gain (loss) on disposal of equipment, investment income, net of fees, change in fair value of investments, and COVID-19 relief funding.

The change in net assets is the Association's performance indicator in accordance with FASB ASC 954-220-45-5.

CORNERSTONE VNA

Notes to Financial Statements

December 31, 2023 and 2022

Recently Adopted Accounting Principle

FASB issued Accounting Standards Update No. 2016-13, *Financial Instruments - Credit Losses* (Topic 326): *Measurement of Credit Losses on Financial Instruments*, and related guidance as amended, which replaces the incurred loss methodology with an expected loss methodology that is referred to as the current expected credit loss (CECL) methodology. The measurement of expected credit losses under the CECL methodology is applicable to financial assets measured at amortized cost, which includes patient accounts receivable. The adoption of Topic 326 during the year ended December 31, 2023 did not have a material impact on the financial statements of the Association as the payors the Association have either have the full faith and backing of the U.S. government or are credit worthy with limited to no credit risk associated with them and besides patient accounts receivable, there are no other financial assets that are measured at amortized cost.

2. Availability and Liquidity of Financial Assets

As of December 31, 2023, the Association has negative working capital of \$200,735 and average days (based on normal expenditures) cash and liquid investments on hand of 172, 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>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 394,860	\$ 451,377
Patient accounts receivable, net	1,918,882	1,746,674
Employee retention tax credit receivable, net	-	1,749,107
Investments (undesignated) (Note 3)	<u>8,313,919</u>	<u>7,064,324</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$10,627,661</u>	<u>\$11,011,482</u>

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

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

CORNERSTONE VNA

Notes to Financial Statements

December 31, 2023 and 2022

3. Investments and Assets Limited as to Use

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

	<u>2023</u>	<u>2022</u>
Cash equivalents	\$ 62,558	\$ 103,875
Money market accounts	1,108,319	1,360,094
Certificates of deposit	1,032,832	585,235
Marketable equity securities	-	502,386
Mutual funds		
Equity funds	6,181,476	4,211,873
Fixed income funds	2,648,165	1,131,493
International funds	1,178,868	611,041
Beneficial interest in perpetual trust	<u>973,620</u>	<u>889,926</u>
 Total investments and assets limited as to use	 <u>\$13,185,838</u>	 <u>\$ 9,395,923</u>
Comprised of:		
Funds without donor restrictions		
Long-term assets (undesignated)	\$ 8,313,919	\$ 7,064,324
Board designated - operating reserve	3,846,751	1,403,793
Cash held by third party for Individual Coverage Health Reimbursement Account	51,548	37,880
Funds with donor restrictions of perpetual duration		
Beneficial interest in perpetual trust	<u>973,620</u>	<u>889,926</u>
 Total investments and assets limited as to use	 <u>\$13,185,838</u>	 <u>\$ 9,395,923</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, 2023 and 2022

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

Fair Value Measurements at December 31, 2023

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Cash equivalents	\$ 62,558	\$ 62,558	\$ -	\$ -
Money market accounts	1,108,319	1,108,319	-	-
Certificates of deposit	1,032,832	1,032,832	-	-
Marketable equity securities	-	-	-	-
Mutual funds				
Equity funds	6,181,476	6,181,476	-	-
Fixed income funds	2,648,165	2,648,165	-	-
International funds	1,178,868	1,178,868	-	-
Beneficial interest in perpetual trust	<u>973,620</u>	<u>-</u>	<u>-</u>	<u>973,620</u>
Total investments and assets limited as to use	<u>\$13,185,838</u>	<u>\$12,212,218</u>	<u>\$ -</u>	<u>\$ 973,620</u>

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>

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, 2023 and 2022

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>2023</u>	<u>2022</u>
Net assets without donor restrictions		
Investment income, net	\$ 317,564	\$ 191,820
Change in fair value of investments	859,147	(1,174,192)
Net assets with donor restrictions		
Change in fair value of beneficial interest in perpetual trust	<u>83,694</u>	<u>(271,466)</u>
Total	<u>\$ 1,260,405</u>	<u>\$ (1,253,838)</u>

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

December 31, 2021	\$ 1,161,392
Change in fair value	<u>(271,466)</u>
December 31, 2022	889,926
Change in fair value	<u>83,694</u>
December 31, 2023	<u>\$ 973,620</u>

4. Property and Equipment

Property and equipment consisted of the following:

	<u>2023</u>	<u>2022</u>
Land	\$ 50,485	\$ 50,485
Land improvements	90,735	42,032
Building and improvements	2,939,008	2,939,008
Computer equipment	625,597	618,097
Furniture, fixtures, and equipment	<u>521,669</u>	<u>521,668</u>
Total cost	4,227,494	4,171,290
Less accumulated depreciation	<u>2,092,974</u>	<u>1,940,611</u>
Property and equipment, net	<u>\$ 2,134,520</u>	<u>\$ 2,230,679</u>

CORNERSTONE VNA

Notes to Financial Statements

December 31, 2023 and 2022

5. Long-term Debt

Long-term debt consists of the following:

	<u>2023</u>	<u>2022</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	\$ 444,153	\$ 934,828
Less current maturities	<u>(73,242)</u>	<u>(55,173)</u>
Total	<u>\$ 370,911</u>	<u>\$ 879,655</u>

Maturities of long-term debt are as follows:

2024	\$ 73,242
2025	75,213
2026	77,888
2027	80,659
2028	83,527
Thereafter	<u>53,624</u>
Total	<u>\$ 444,153</u>

6. Net Patient Service Revenue

Net patient service revenue was as follows:

	<u>2023</u>	<u>2022</u>
Medicare	\$ 11,333,051	\$ 11,065,687
Medicaid	855,709	574,358
Other third-party payors	6,181,158	5,750,095
Private pay	<u>153,798</u>	<u>153,108</u>
Total	<u>\$ 18,523,716</u>	<u>\$ 17,543,248</u>

CORNERSTONE VNA

Notes to Financial Statements

December 31, 2023 and 2022

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 \$1,103,736 and \$1,112,477 for the years ended December 31, 2023 and 2022, 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, 2023 and 2022

7. Retirement Plan

The Association has a 403(b) retirement plan. The retirement plan expense was \$274,556 and \$201,525 for the years ended December 31, 2023 and 2022, 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>2023</u>	<u>2022</u>
Program services		
Salaries and benefits	\$ 13,664,319	\$ 12,641,360
Professional fees and contract services	19,832	14,403
Transportation	464,793	423,579
Program supplies and expense	1,692,724	1,200,298
Occupancy	74,446	86,085
Depreciation	141,713	243,777
Interest expense	24,481	31,811
Other operating expenses	<u>1,103,232</u>	<u>894,378</u>
Total program services	<u>17,185,540</u>	<u>15,535,691</u>
Administrative and general		
Salaries and benefits	1,027,072	947,437
Professional fees and contract services	255,672	417,411
Transportation	29,703	24,176
Occupancy	5,595	6,450
Depreciation	10,650	18,264
Interest expense	1,840	2,383
Other operating expenses	<u>94,111</u>	<u>87,053</u>
Total administrative and general	<u>1,424,643</u>	<u>1,503,174</u>
Total	<u>\$ 18,610,183</u>	<u>\$ 17,038,865</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, 2023 and 2022****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>2023</u>	<u>2022</u>
Medicare	50 %	56 %
Other	<u>50</u>	<u>44</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, 2023 and 2022, nor are there any unasserted claims or incidents, which require loss accrual. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

11. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through March 21, 2024, which is the date the financial statements were available to be issued.



2024 - 2025 BOARD OF DIRECTORS

Board Member	Position
Dr. Archana Bhargava, MD	Chair
Anne Brown	Vice Chair
Marilyn Staff	Secretary
Melanie Dupuis	Treasurer
Jacqueline Fitzpatrick	Member at Large
Brian Gasbarro	Board Member
Laura Davie	Board Member
David Richard	Board Member
Marilyn Staff	Board Member
Gina DeNuzzio	Board Member
Austin Cornish	Board Member
Mark Farrell	Board Member

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

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

JULIE REYNOLDS, RN MS



EXPERIENCE

JANUARY 2013 – PRESENT

PRESIDENT/CHIEF EXECUTIVE OFFICER, CORNERSTONE VNA, ROCHESTER NH

- ❖ Directly responsible to the Board of Directors with full authority and responsibility to plan, staff, direct, modify & expand programs and services and manage all affairs of the agency.
- ❖ Drove growth from 6 million in revenue to 20 million in 10 years.
- ❖ Added hospice, private duty, palliative care and expanded territory from 15 towns and cities to 43 towns and cities.
- ❖ Managed building expansion/renovations
- ❖ Successful management during Covid 19
- ❖ Successful EMR conversion
- ❖ Mentored internal staff with a focus on staff engagement and succession planning/strong leadership team with longevity.
- ❖ Strong community engagement
- ❖ Strong financial success
- ❖ Strong Board relations

1997 – JANUARY 2013

CHIEF CLINICAL OFFICER, CORNERSTONE VNA, ROCHESTER, NH

- ❖ 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, Hospice Manager, Staff Education Coordinator, Intake Coordinator, ADC/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.
- ❖ Researched, developed and implemented a successful disease management program which was awarded a \$20,000 grant through Robert Wood Johnson in 2006. Disease management program continues to expand and is part of the clinical model for evidenced based care at RDVNA.
 - Implemented telehealth program into disease management program.
 - Incorporated Chronic Care Management into disease management
 - Developed transition care nurse
 - Developed educational program for clinical staff
 - Developed patient education tools

- ❖ Researched, developed and implemented a successful homecare preceptor program which has proven positive results.
- ❖ Worked closely with the Home Care Association of NH since 1995
 - Board member 2006-2010
 - CEO search committee 2011
 - Executive committee 2008-2010
 - Clinical Directors infinity group chairperson
- ❖ Member of the strategic planning committee for the Strafford County Healthy Homes Initiative-2011-present
- ❖ Coordinated implementation of new hospice program.
- ❖ Coordinated implementation of Adult Day Center.
- ❖ Implemented PCSP training program and incorporated PCSP's into support services program.
- ❖ Worked collaboratively with management team to improve publically reported outcomes bringing us to a level that has been recognized nationally.
- ❖ Assisted in the relocation of two offices, two teams of staff into one new location.
- ❖ Worked closely with the CEO in the merger of Rochester VNA and Rural District VNA, successfully bringing two clinical teams together.

1994 – 1997

NURSING COORDINATOR, CORNERSTONE VNA, ROCHESTER NH

- ❖ Supervision and coordination of the Home Care Program. Participated in all activities relevant to the professional services provided.
- ❖ Certified Diabetic Educator 1993-1998

1988-1994

STAFF NURSE, HOME HEALTH VNA, HAVERHILL MA

- ❖ Staff nurse and team leader

1984-1987

RN, NURSE MANAGER, HALE HOSPITAL, HAVERHILL MA

EDUCATION

2008

HEALTHCARE MANAGEMENT, MASTERS OF SCIENCE, NEW ENGLAND COLLEGE

Henniker, NH

2005

HEALTHCARE ADMINISTRATION, BACHELORS OF SCIENCE, GRANITE STATE COLLEGE

Durham, NH

1993

DIABETIC EDUCATOR CERTIFICATE PROGRAM, DARTMOUTH HITCHCOCK MEDICAL CENTER

Hancock, NH

1984

NURSING, ASSOCIATES OF SCIENCE, NORTHERN ESSEX COMMUNITY COLLEGE
Haverhill, MA

PROFESSIONAL AFFILIATIONS

- ❖ FRISBIE MEMORIAL HOSPITAL TRUSTEE 2014-PRESENT
- ❖ UNITED WAY OF THE GREATER SEACOAST, REGIONAL COUCIL MEMBER 2014-2023
- ❖ HOME CARE, HOSPICE, PALLIATIVE CARE ALLIANCE OF NEW HAMPSHIRE PAST BOARD MEMBER AND BOARD PRESIDENT
- ❖ RURAL HOME CARE NETWORK BOARD PRESIDENT

PRESENTATIONS

- ❖ "Leadership, Culture & Strategic Planning: A formula for Success" NH Center for Non-Profits, Concord NH, May 2022
- ❖ "Building a Comprehensive Preceptor Program: A Strategy for Success" Visiting Nurses Association of America, Baltimore, MD, May 2011
- ❖ "Building a Comprehensive Preceptor Program: A Strategy for Success" National Home Care Association, Los Angeles, CA, October 2009
- ❖ "Allscripts" Agency successes, Nashville, TN, August 2011

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.

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name:

Cornerstone VNA

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Janice Howard	Lifecare Director	\$4,187.85	\$83,757.00
Julie Reynolds	President / CEO	\$1,775.03	\$253,575.00
Cheryl Bergman	Billing Manager	\$832.11	\$83,211.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

GAC

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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

 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 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 \$12,091,784.44 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	\$1,319,858	\$45,000	\$1,364,858	O: 6/29/22, Item #47

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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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	\$13,286	\$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
		Total:	\$12,091,794.44	\$240,937.30	\$12,332,731.74	

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.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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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 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 or mailed to:

ds
JR

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

13382404005488

Name: Melissa Hardy

Title: Director, DLTS

CornerStone VNA

DocuSigned by:

Julie Reynolds

18600000000000

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) <i>10.00%</i>	
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)	
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$6,300
Total Indirect Costs	\$700
TOTAL	\$7,000

Contractor Initials DS
JR

Date 6/7/2023

ARC

OCT05'22 PM 3:16 RCVD



Lori A. Stibbette
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

21

September 28, 2022

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

REQUESTED ACTION

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

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

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

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.

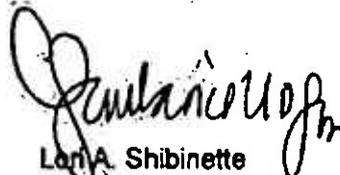
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties,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

Lata 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		\$ 248,776.00	\$	\$ 248,776.00

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	\$ 50,760.00		\$ 50,760.00
2024	543-500385	Adult In Home Care	multiple	\$ 50,760.00		\$ 50,760.00
		Subtotal		\$ 101,520.00	\$	\$ 101,520.00

Lata 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

03-65-48-481010-2638 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	\$ 18,000.00	\$ -	\$ 18,000.00
2024	540-500382	SS Contracts	multiple	\$ -	\$ -	\$ -
Subtotal				\$ 18,000.00	\$ -	\$ 18,000.00

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		\$68,488	\$0	\$78,488	\$0	\$146,976
	Total		\$392,276	\$0	\$352,276	\$0	\$744,552

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

Project ID # **RFA-2023-BEAS-10-HOMEH.**
Project Title **Home Health Services**

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

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

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

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

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

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

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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Home Health Services**

EXHIBIT B

Scope of Services

1. Statement of Work

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

- 1.1.1. New Hampshire's Medicaid State Plan.
- 1.1.2. Any of the Home and Community Based Care Waivers administered by the Department.
- 1.1.3. The Medicare Program.
- 1.1.4. Services provided through the Veterans Administration.

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

- 1.2.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
- 1.2.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
- 1.2.3. Title XX of the United States, Social Services Block Grant (SSBG).
- 1.2.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

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

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

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

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

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

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

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822, Home Care Service Provider Agencies, as applicable.

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

1.7. Home Health Aide Services

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

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

1.8. Service Administration

1.8.1. Access to Services

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

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

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

1.8.2. Client Request and Application for Services

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

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

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

1.8.3. Client Eligibility Requirements for Services

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

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

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

1.8.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance with the laws and rules listed in Section 1.2.

1.8.3.4. The Contractor shall re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.2.

1.8.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.2.

1.8.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization - New Authorization" to the Department.

1.8.4. Client Assessments and Service Plans

1.8.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

1.8.4.4. The Contractor shall provide the Department, within 30 days of the Agreement effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

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1.8.5. Person Centered Provision of Services

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

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

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

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

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

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

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

1.8.5.1.7. Individual's rights are affirmed and protected.

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

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

1.8.6. Client Fees and Donations

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

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

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

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

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

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

EXHIBIT B

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

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

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

1.8.11. Grievance and Appeals Process

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

1.8.11.1.1. The client's name.

1.8.11.1.2. The type of service received by the client.

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

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

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

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

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

1.8.12. Client Feedback

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

1.8.13. Support Services During an Emergency, Disaster or Crisis

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

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

EXHIBIT B

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

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

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

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

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

1.8.13.2.4. Planning and organizing vaccination activities.

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

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

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

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

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

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

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

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

EXHIBIT B

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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. 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	\$18.00	\$8,272.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$0.00
	Subtotal:	11,062	\$85.73	\$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	\$18.00	\$8,272.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$0.00
	Subtotal:	11,062	\$85.73	\$134,312.00
	Overall Total:	22,124	\$131.46	\$268,624.00

4. Covid Funding Reimbursement

RFA-2023-BEAS-10-HOMEH-01

C-2.0

Contractor Initials

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Cornerstone VNA

Page 1 of 3

Date 9/9/2022

**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 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 if any of the following conditions exist:

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

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

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

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

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

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

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

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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	\$8,700
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
Total Direct Costs	\$7,200
Total Indirect Costs	\$800
TOTAL	\$8,000

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 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: Cornerstone VNA

DocuSigned by:

Julie Reynolds

Name: Julie Reynolds

Title: President/CEO

9/9/2022

Date

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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: Cornerstone VNA

9/9/2022

Date

DocuSigned by:

Julie Reynolds

Name: JULIE Reynolds

Title: President/CEO

DR
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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 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

Contractor Initials
JR

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: Cornerstone VNA

9/9/2022
Date

DocuSigned by:
Julie Reynolds
Name: Julie Reynolds
Title: President/CEO

DS
JR
Contractor Initials
9/9/2022
Date



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Cornerstone VNA

9/9/2022

Date

DocuSigned by:

Julie Reynolds

Name: Julie Reynolds

Title: President/CEO

Exhibit G

Contractor Initials

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JR

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Cornerstone VNA

9/9/2022

Date

DocuSigned by:

Julie Reynolds

Name: Julie Reynolds

Title: President/CEO

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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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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Contractor Initials

9/9/2022
Date



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 JR

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

9/9/2022
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials JK

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

Cornerstone VNA

The State of:

Name of the Contractor

Melissa Hardy

Julie Reynolds

Signature of Authorized Representative

Signature of Authorized Representative

Melissa Hardy

Julie Reynolds

Name of Authorized Representative

Name of Authorized Representative

Director, DLTSS

President/CEO

Title of Authorized Representative

Title of Authorized Representative

9/12/2022

9/9/2022

Date

Date

JR

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



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: MG7ZZEFH0U75
- 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

JR

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR.

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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DHHS Information Security Requirements



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

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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

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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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

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), as amended on June 28, 2023 (Item #62), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$439,348.00
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 60.23% Federal funds:
 - 1.1.1. 15.20% 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, ALN 93.044, FAINs 2201NHOASS and 2301NHOASS;
 - 1.1.2. 36.10% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, ALN 93.667, FAIN 2101NHSOSR;
 - 1.1.3. 2.90% Older Americans Act Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supporting Services, ALN 93.044, FAIN 2101NHSSC6; and
 - 1.1.4. 6.03% Enhanced FMAP-ARP, as awarded by Centers for Medicare & Medicaid Services.
 - 1.2. 39.77% General funds.
4. Modify Exhibit C, Payment Terms, Section 3.1., to read:
 - 3.1. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-3, Amendment #2, Rate Sheet.
5. Modify Exhibit C, Table 1, Amendment #1, by replacing it in its entirety with Exhibit C-3, Amendment #2, Rate Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024; 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

4/29/2024

Date

DocuSigned by:
Melissa Hardy
1323A34040DF405...

Name: Melissa Hardy
Title: Director, DLTSS

Lake Sunapee Community Health Services

4/25/2024

Date

DocuSigned by:
James Culhane
80F8B793591E4B4...

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

4/30/2024

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-3, Amendment #2, Rate Sheet

Adult In-Home Care - Lake Sunapee				
7/1/2022 through 06/30/2023 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	4,011	\$12.00	\$48,132.00
Title IIIB In Home Services	1/2 Hour	2,782	\$12.00	\$33,384.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$0.00
	Subtotal	6,793		\$81,516.00
7/1/2023 through 06/30/2024 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	4,011	\$12.00	\$48,132.00
Title IIIB In Home Services	1/2 Hour	2,782	\$12.00	\$33,384.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$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
	Subtotal	8,970		\$108,016.00
7/01/2024 through 06/30/2025 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	5,251	\$16.00	\$84,016.00
Title IIIB In Home Services	1/2 Hour	2,087	\$16.00	\$33,392.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.58	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	7,338		\$117,408.00
7/01/2025 through 06/30/2026 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	5,251	\$16.00	\$84,016.00
Title IIIB In Home Services	1/2 Hour	2,087	\$16.00	\$33,392.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.58	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	7,338		\$117,408.00
	Overall Total	30,439		\$424,348.00

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: 0006676624



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of April A.D. 2024.

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 19th, 2024 at which a quorum of the Directors/shareholders were present and voting.
(Date)

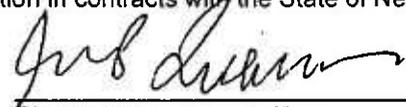
VOTED: That James Culhane, President & CEO (may list more than one person)
(Name and Title of Contract Signatory)

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.

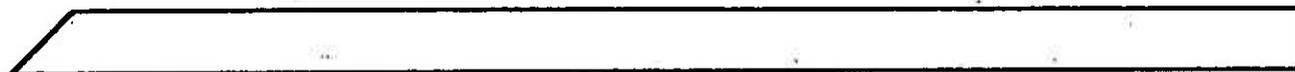
Dated: 4/26/24



Signature of Elected Officer
Name: George Quackenbos
Title: Secretary

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, 2023 and 2022

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, 2023 and 2022, 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, 2023 and 2022, 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.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations adopted Financial Accounting Standards Board Accounting Standards Codification Topic 842, *Leases*, during the year ended September 30, 2023. Our opinion is not modified with respect to that matter.

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.

Board of Directors
Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations
Page 2

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.

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 21, 2023

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Consolidated Balance Sheets

September 30, 2023 and 2022

ASSETS

	<u>2023</u>	<u>2022</u>
Current assets		
Cash and cash equivalents	\$ 1,895,760	\$ 2,373,541
Short-term investments	-	109,333
Patient accounts receivable, net	756,175	1,414,836
Employee retention credit tax receivable	632,520	-
Other receivables	28,624	9,764
Prepaid expenses	<u>421,405</u>	<u>284,368</u>
Total current assets	3,734,484	4,191,842
Investments	5,450,399	4,414,334
Property and equipment, net	<u>933,691</u>	<u>1,018,942</u>
Total assets	<u>\$ 10,118,574</u>	<u>\$ 9,625,118</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 76,527	\$ 114,276
Accrued payroll and related expenses	521,670	435,708
Refundable advance	<u>177,495</u>	<u>177,495</u>
Total current liabilities and total liabilities	<u>775,692</u>	<u>727,479</u>
Net assets		
Without donor restrictions	9,196,974	8,725,748
With donor restrictions	<u>145,908</u>	<u>171,891</u>
Total net assets	<u>9,342,882</u>	<u>8,897,639</u>
Total liabilities and net assets	<u>\$ 10,118,574</u>	<u>\$ 9,625,118</u>

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

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Consolidated Statements of Operations

Years Ended September 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Operating revenue		
Net patient service revenue	\$ 8,394,257	\$ 10,429,263
Other operating revenue	66,799	84,341
Net assets released from restriction	<u>39,198</u>	<u>13,817</u>
Total operating revenue	<u>8,500,254</u>	<u>10,527,421</u>
Operating expenses		
Salaries and benefits	7,816,580	9,367,647
Supplies and other operating expenses	1,408,342	1,459,013
Contract services	720,122	570,993
Depreciation	<u>88,451</u>	<u>87,429</u>
Total operating expenses	<u>10,033,495</u>	<u>11,485,082</u>
Operating loss	<u>(1,533,241)</u>	<u>(957,661)</u>
Other revenue (losses) and gains		
COVID-19 relief funding revenue	632,520	-
Contributions	606,272	772,901
Municipal appropriations and United Way	94,092	87,939
Investment income	147,939	66,803
Change in fair value of investments	<u>523,644</u>	<u>(806,510)</u>
Net other revenue and gains	<u>2,004,467</u>	<u>121,133</u>
Excess (deficit) of revenue and gains over expenses and changes in net assets without donor restrictions	<u>\$ 471,226</u>	<u>\$ (836,528)</u>

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

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Consolidated Statements of Changes in Net Assets

Years Ended September 30, 2023 and 2022

	Without Donor Restrictions	With Donor Restrictions	Total
Balances, September 30, 2021	\$ 9,562,276	\$ 141,309	\$ 9,703,585
Deficit of revenue and gains over expenses and changes in net assets without donor restrictions	(836,528)	-	(836,528)
Contributions	-	44,399	44,399
Net assets released from restrictions for operations	-	(13,817)	(13,817)
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>
Excess (deficit) of revenue and gains over expenses and changes in net assets without donor restrictions	471,226	-	471,226
Contributions	-	13,215	13,215
Net assets released from restrictions for operations	-	(39,198)	(39,198)
Net increase (decrease) in net assets	<u>471,226</u>	<u>(25,983)</u>	<u>445,243</u>
Balances, September 30, 2023	<u>\$ 9,196,974</u>	<u>\$ 145,908</u>	<u>\$ 9,342,882</u>

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

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Consolidated Statements of Cash Flows

Years Ended September 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities		
Change in net assets	\$ 445,243	\$ (805,946)
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	88,451	87,429
Change in fair value of investments	(523,644)	806,510
(Increase) decrease in the following assets:		
Patient accounts receivable, net	658,661	221,687
Employee retention tax credit receivable	(632,520)	-
Other receivables	(18,860)	(2,580)
Prepaid expenses	(137,037)	(142,790)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	(37,749)	3,017
Accrued payroll and related expenses	85,962	(17,541)
Deferred revenue - fiscal agent	-	(19,763)
Refundable advance	-	177,495
Net cash (used) provided by operating activities	<u>(71,493)</u>	<u>307,518</u>
Cash flows from investing activities		
Proceeds from sale of short-term investments	109,333	262,729
Purchase of investments	(4,545,137)	(327,574)
Proceeds from sale of investments	4,032,716	256,080
Capital expenditures	<u>(3,200)</u>	<u>(62,977)</u>
Net cash (used) provided by investing activities	<u>(406,288)</u>	<u>128,258</u>
Net (decrease) increase in cash and cash equivalents	(477,781)	435,776
Cash and cash equivalents, beginning of year	<u>2,373,541</u>	<u>1,937,765</u>
Cash and cash equivalents, end of year	<u>\$ 1,895,760</u>	<u>\$ 2,373,541</u>

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

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

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, d/b/a Lake Sunapee Region Visiting Nurse Association and Lake Sunapee Community Health Services.

Affiliated Organizations

Lake Sunapee Home Care and Hospice's, d/b/a Lake Sunapee Region Visiting Nurse Association 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).

Recently Adopted Accounting Principle

The Association adopted FASB ASC Topic 842, *Leases*, during the year ended September 30, 2023. Topic 842 increases transparency and comparability among organizations by recognizing lease assets and lease liabilities in the balance sheet and disclosing key information about leasing arrangements. The adoption of Topic 842 did not have a material impact on the consolidated financial statements of the Association.

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

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.

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.

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

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 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.

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 \$756,175; \$1,414,836; and \$1,636,523 as of September 30, 2023, 2022, and 2021, 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 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.

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

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.

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.

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

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.

Excess (Deficit) of Revenue and Gains Over Expenses

The consolidated statements of operations reflect the excess (deficit) of revenue and gains over expenses. Changes in net assets without donor restrictions which are excluded from the excess (deficit) of revenue and gains over expenses, 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.

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.

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, 2023 for the purpose of workforce investment. As of September 30, 2023 and 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 sheets.

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

Employee Retention Tax Credit

The CARES Act provides an employee retention tax credit (ERTC), which is a refundable tax credit against certain employment taxes. 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 was increased to 70% of qualified wages paid to employees during each quarter, and the limit on qualified wages per employee increased to \$10,000 of qualified wages per calendar quarter.

Management contracted with a third party to determine their eligibility for the credit and assist with the calculation of the credit. Management determined that the Association qualified for the ERTC under the government orders test and estimated that they will receive \$632,520, which has been recorded as a receivable on the consolidated balance sheet at September 30, 2023 and as revenue during the year ended September 30, 2023. The credits received could be subject to audit for up to five years from the date of the credit filing.

2. Availability and Liquidity of Financial Assets

As of September 30, 2023, the Association had working capital of \$2,958,792 and average days (based on normal expenditures) of cash and liquid investments on hand of 264, 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>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 1,895,760	\$ 2,373,541
Short-term investments	-	109,333
Patient accounts receivable, net	756,175	1,414,836
Employee retention credit tax receivable	632,520	-
Investments	<u>5,450,399</u>	<u>4,414,334</u>
	8,734,854	8,312,044
Net assets with donor restrictions	<u>(145,908)</u>	<u>(171,891)</u>
Financial assets available to meet cash needs for general expenditures and unfunded capital expenditures within one year	<u>\$ 8,588,946</u>	<u>\$ 8,140,153</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, 2023 and 2022

3. Investments

Investments, stated at fair value, were as follows:

	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 220,626	\$ 961,144
Mutual funds	<u>5,229,773</u>	<u>3,453,190</u>
Total	<u>\$ 5,450,399</u>	<u>\$ 4,414,334</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 are measured on a recurring basis using Level 1 inputs.

4. Property and Equipment

Property and equipment consisted of the following:

	<u>2023</u>	<u>2022</u>
Land	\$ 366,393	\$ 366,393
Building and improvements	1,235,084	1,231,884
Furniture and equipment	1,613,178	1,613,178
Leasehold improvements	<u>48,967</u>	<u>48,967</u>
Total cost	3,263,622	3,260,422
Less accumulated depreciation	<u>2,329,931</u>	<u>2,241,480</u>
Property and equipment, net	<u>\$ 933,691</u>	<u>\$ 1,018,942</u>

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2023 and 2022

5. Line of Credit

The Association has a \$500,000 line of credit with a local bank, payable on demand through January 9, 2024, and collateralized by all business assets with interest at the bank's prime lending rate. The interest rate was 8.50% at September 30, 2023. There was no outstanding balance at September 30, 2023 and 2022.

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 2023 or 2022.

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, 2023 and 2022

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>2023</u>	<u>2022</u>
Specific purpose		
Charitable giving	\$ 18,071	\$ 17,996
Employee assistance	14,522	14,522
Purchase of equipment	-	10,000
Scholarships	28,782	28,682
Staff recruitment	-	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>\$ 145,908</u>	<u>\$ 171,891</u>

8. Net Patient Service Revenue

Net patient service revenue was as follows:

	<u>2023</u>	<u>2022</u>
Medicare	\$ 5,979,217	\$ 6,880,164
Medicaid	227,539	268,948
Other third-party insurance	1,625,813	2,019,088
Private pay	<u>561,688</u>	<u>1,261,063</u>
Total	<u>\$ 8,394,257</u>	<u>\$10,429,263</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, 2023 and 2022

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 were as follows:

	<u>2023</u>	<u>2022</u>
Program services		
Salaries and benefits	\$ 5,551,696	\$ 7,015,120
Other operating expenses		
Program supplies	472,764	536,788
Contract services	218,240	162,423
Transportation	225,429	269,793
Other	500,957	479,689
Depreciation	<u>63,269</u>	<u>65,860</u>
Total program services	<u>7,032,355</u>	<u>8,529,673</u>
Administrative and general		
Salaries and benefits	2,264,884	2,352,527
Other operating expenses		
Contract services	501,882	408,570
Transportation	9,800	15,649
Other	199,392	157,094
Depreciation	<u>25,182</u>	<u>21,569</u>
Total administrative and general	<u>3,001,140</u>	<u>2,955,409</u>
Total	<u>\$10,033,495</u>	<u>\$11,485,082</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, 2023 and 2022

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, 2023 and 2022, 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 made by the Association amounted to \$174,711 and \$183,985 during the years ended September 30, 2023 and 2022, 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 patient accounts receivable by funding source:

	<u>2023</u>	<u>2022</u>
Medicare	34 %	47 %
Medicaid	1	3
Other	<u>65</u>	<u>50</u>
Total	<u>100 %</u>	<u>100 %</u>

13. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through December 21, 2023, which is the date the consolidated financial statements were available to be issued.

**Lake Sunapee Community Health Services
Board of Trustees
As of February 2024**

Daniel Junius 2/2026
Chair

Neil Shifrin, PhD 2/2025
Treasurer

George, (Bo) Quackenbos 2/2023
Secretary

James Culhane
President and CEO

Maynard Goldman 2/23 (T1)
CHS Community Member

CATHERINE M. WELLS, R.N.



EXPERIENCE

Jan 2003-present

Riverbend Community Mental Health Center, Concord, NH

full 40 hours
Case mgr

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

KENDALL TAYLOR

Professional Summary

Courteous professional with substantial experience in the care giving industry. Skilled at monitoring client vitals, conducting light housekeeping and providing personal care. Communicative and responsive individual with many years of experience.

Skills

- Patient care
- Pleasant demeanor
- Housekeeping
- First aid and safety
- Documentation

Work History

Caregiver, 07/2018 to Current

Home Instead Senior Care – Manchester, NH

- Maintained clean personal areas and prepared healthy meals to support client nutritional needs.
- Assisted patients with personal requirements, including keeping spaces clean and helping with grooming.
- Monitored, tracked and conveyed important patient information to healthcare staff to help optimize treatment planning and care delivery.
- Provided safe mobility support to help patients move around personal and public spaces.

LNA, 01/2014 to 03/2019

Interim Healthcare Inc. – Portsmouth, NH

- Turned and positioned bedbound patients to prevent bedsores and maintain comfort levels.
- Provided assistance in daily living activities by dressing, grooming, bathing and toileting patients.
- Developed rapport to create safe and trusting environment for care.
- Provided safe mobility support to help patients move around personal and public spaces.
- Monitored progress and documented any patient health status changes to keep healthcare team updated.

LNA, 08/2002 to 11/2003

Summerhill Assisted Living – Peterborough, NH

- Recorded patients' pulse, blood pressure and respirations to assess and document important health information.
- Documented vitals, behaviors and medications in client medical records.
- Provided assistance in daily living activities by dressing, grooming, bathing and toileting patients.
- Worked as part of a team to ensure residents were well cared for.

Education

High School Diploma

Souhegan Coop High School - Amherst, NH

LNA

Red Cross - Keene, NH

Military Service

New Hampshire National Guard

Health Care Specialist (68W)

2009-2012, Honorably Discharged



NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

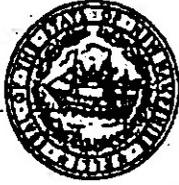
Job descriptions not required for vacant positions.

Contractor Name: Lake Sunapee Community Health Services

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Catherine Wells	CHS Manager	\$18,353.92	\$91,769.60
Kendal Taylor	Scheduler	\$8,656.96	\$34,627.84
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

GAC

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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

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 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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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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
		Total:	\$12,091,784.44	\$240,937.30	\$12,332,731.74	

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.

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

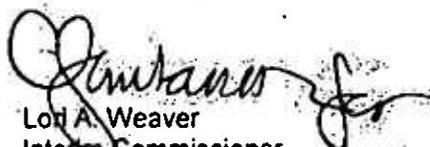
The Department will monitor services by reviewing quarterly reports submitted by the Contractors.

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 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.

DS
NC

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 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
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:

Exhibit C, Table 1, Amendment #1

Adult In-Home Care - Lake Sunapee				
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		\$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	\$0.00
Title III B 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
	Subtotal	8,970		\$108,016.00
	Overall Total	15,763		\$189,532.00

Lake Sunapee Community Health Services
RFA-2023-BEAS-10-HOMEH-03-A01
Exhibit C, Table 1, Amendment #1

Contractor Initials: 

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
Total Direct Costs	\$7,000
Total Indirect Costs	
TOTAL	\$7,000

Contractor Initials NC
 Date 6/6/2023

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
		Total:	\$744,552

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

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.

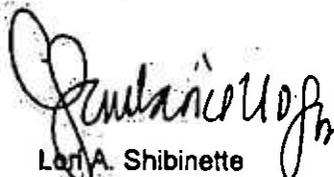
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties,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

Comerstone						
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)

Comerstone						
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

05-05-48-481010-2638 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)

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

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

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

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

Funding by Provider							
Grand Total by Vendor			SFY23	SFY23	SFY24	SFY24	
PO #	Vendors	Vendor #	Budget Amount	Increase/ (Decrease)	Budget Amount	Increase/ (Decrease)	Total Price Limitation
	Comerstone		\$142,312	\$0	\$134,312	\$0	\$278,624
	Franklin VNA		\$73,060	\$0	\$57,960	\$0	\$131,020
	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
Technical						
Experience Q1	30	25	26	26	25	30
Capacity Q2	25	20	24	24	18	23
Ability Q3	35	30	32	32	21	35
Staffing Q4	10	10	10	10	8	9
TOTAL POINTS	100	85	92	92	72	97

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

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

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

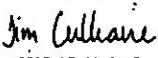
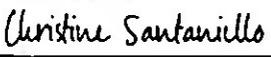
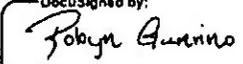
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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:  Date: 9/21/2022		1.12 Name and Title of Contractor Signatory Jim Culhane President/CEO	
1.13 State Agency Signature DocuSigned by:  Date: 9/21/2022		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: 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.

Contractor Initials 
Date 9/21/2022

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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Scope of Services

1. Statement of Work

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

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822, Home Care Service Provider Agencies, as applicable.

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

1.7. Home Health Aide Services

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

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

1.8. Service Administration

1.8.1. Access to Services

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

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

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

1.8.2. Client Request and Application for Services

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

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

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

1.8.3. Client Eligibility Requirements for Services

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

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

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

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

1.8.4. Client Assessments and Service Plans

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



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1.8.5: Person Centered Provision of Services

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

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

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

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

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

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

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

1.8.5.1.7. Individual's rights are affirmed and protected.

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

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

1.8.6. Client Fees and Donations

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

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

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

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

1.8.8. Referring Clients to Other Services

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

1.8.9. Client Wait Lists

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

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

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

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

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

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

1.8.9.4.2. The name of the service being requested.

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

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

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



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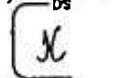
- individual was determined eligible for Title XX services.
- 1.8.9.4.6. The individual's assigned priority on the wait list, determined in accordance with NH Administrative Rules He-E 501 and 502.
 - 1.8.9.4.7. A brief description of the individual's circumstances and the services he or she needs.
-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

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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

**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. 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.

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**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.

New Hampshire Department of Health and Human Services
Home Health Services

EXHIBIT C

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



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

EXHIBIT C

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

- 9.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 9.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

DS
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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
Total Direct Costs	\$8,000
Total Indirect Costs	\$800
TOTAL	\$8,800

Contractor Initials



9/21/2022

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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



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

DS
JC

Vendor Initials

Date 9/29/2022

**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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Lake Sunapee Community Health Services

9/29/2022

Date

DocuSigned by:

James Culhane
 Name: James Culhane
 Title: CEO

Contractor Initials

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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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[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: Lake Sunapee Community Health Services

9/29/2022

Date

DocuSigned by:

James Cullhane

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Name: James Cullhane

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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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

Dec. signed by:

James Culhane

Name: James Culhane

Title: CEO

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Contractor Initials

Date 9/29/2022



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Date 9/29/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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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

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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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Contractor Initials

Handwritten initials in a box

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.

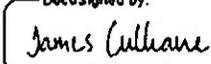
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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:

 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.

- The UEI (SAM.gov) number for your entity is: pending
- 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: _____

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Contractor Initials _____
Date 9/29/2022

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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 #2**

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 and 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), as amended on June 28, 2023 (Item #62), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$351,220.44
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 53.07% Federal funds:
 - 1.1.1. 43.58% 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, ALN 93.044, FAINs 2201NHOASS and 2301NHOASS;
 - 1.1.2. 4.07% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, ALN 93.667, FAIN 2101NHSOSR;
 - 1.1.3. 3.63% Older Americans Act, Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supporting Services, ALN 93.044, FAIN 2101NHSSC6; and
 - 1.1.4. 1.79% Enhanced FMAP-ARP, as awarded by Centers for Medicare & Medicaid Services.
 - 1.2. 46.93% General funds.
4. Modify Exhibit C, Payment Terms, Section 3.1., to read:
 - 3.1. Reimbursement shall be made at a per unit rate in accordance with Exhibit C-3, Amendment #2, Rate Sheet.
5. Modify Exhibit C, Table 1, Amendment #1, by replacing it in its entirety with Exhibit C-3, Amendment #2, Rate Sheet, which is attached hereto and incorporated by reference herein.

DS
TRH

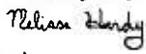
All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

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

5/7/2024

Date

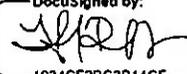
DocuSigned by:

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Name: Melissa Hardy
Title: Director, DLTSS

North Country Home Health and Hospice Agency, Inc,

5/7/2024

Date

DocuSigned by:

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Name: Tiffany R. 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

5/8/2024

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:

Exhibit C-3, Amendment #2, Rate Sheet

Adult In-Home Care - North Country HHH

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	\$0.00
	Subtotal	6,382		\$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	\$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

7/01/2024 through 06/30/2025 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	622	\$16.00	\$9,952.00
Title IIIB In Home Services	1/2 Hour	4,307	\$16.00	\$68,912.00
Title IIIB Home Health Aide	1/2 Hour	459	\$16.58	\$7,610.22
Title IIIB Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	5,388		\$86,474.22

7/01/2025 through 06/30/2026 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	622	\$16.00	\$9,952.00
Title IIIB In Home Services	1/2 Hour	4,307	\$16.00	\$68,912.00
Title IIIB Home Health Aide	1/2 Hour	459	\$16.58	\$7,610.22
Title IIIB Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	5,388		\$86,474.22
	Overall Total	24,052		\$336,220.44

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: 0006301007



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 August 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, 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 Tuesday, May 7, 2024, 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: 05/07/2024

Roxie Severance
Roxie Severance (May 7, 2024 10:28 EDT)
Signature of Elected Officer
Name: Roxie Severance
Title: Board Chair

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED North Country Healthcare, Inc. and Affiliates 8 Clover Lane Whitefield, NH 03598	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

North Country Healthcare, Inc, Androscoggin Valley Hospital, North Country Home Health & Hospice Agency, Upper Connecticut Valley Hospital, Weeks Medical Center are named insured with respect to the coverage referenced herein.

INSURER AFFORDING COVERAGE: Professional Security Insurance Company

NAIC#: 11811

POLICY NUMBER: HPL09121499 EFF DATE: 10/01/2023 EXP DATE: 10/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Medical Professional Liability	Each Medical Incident	\$1,000,000
Claims-made	Annual Aggregate	\$3,000,000

INSURER AFFORDING COVERAGE: Associated Industries of Massachusetts Mutual Ins Co AIM

NAIC#: 33758

POLICY NUMBER: WMZ80080077372023A EFF DATE: 10/01/2023 EXP DATE: 10/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
WORKERS COMPENSATION	E.L. EACH ACCIDENT	\$1,000,000
AND EMPLOYERS' LIABILITY	EL DISEASE - EACH EMP	\$1,000,000
PER STATUTE	E.L. DISEASE - LIMITS	\$1,000,000

INSURER AFFORDING COVERAGE: New Hampshire Employers Insurance Company

NAIC#: 13083

POLICY NUMBER: WMZ80080077632023A EFF DATE: 10/01/2023 EXP DATE: 10/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
WORKERS COMPENSATION	E.L. EACH ACCIDENT	\$1,000,000
AND EMPLOYERS' LIABILITY	E.L. DISEASE-EACH EMP	\$1,000,000
PER STATUTE	E.L. DISEASE - LIMITS	\$1,000,000



NCHHHA Mission, Vision & Values

Mission:

We improve lives by caring for patients and families as they navigate their healthcare journey at home.

Vision:

Through innovative solutions and a dedicated team, we will be the leading home-based provider in our community, enhancing the quality of life for those we serve.

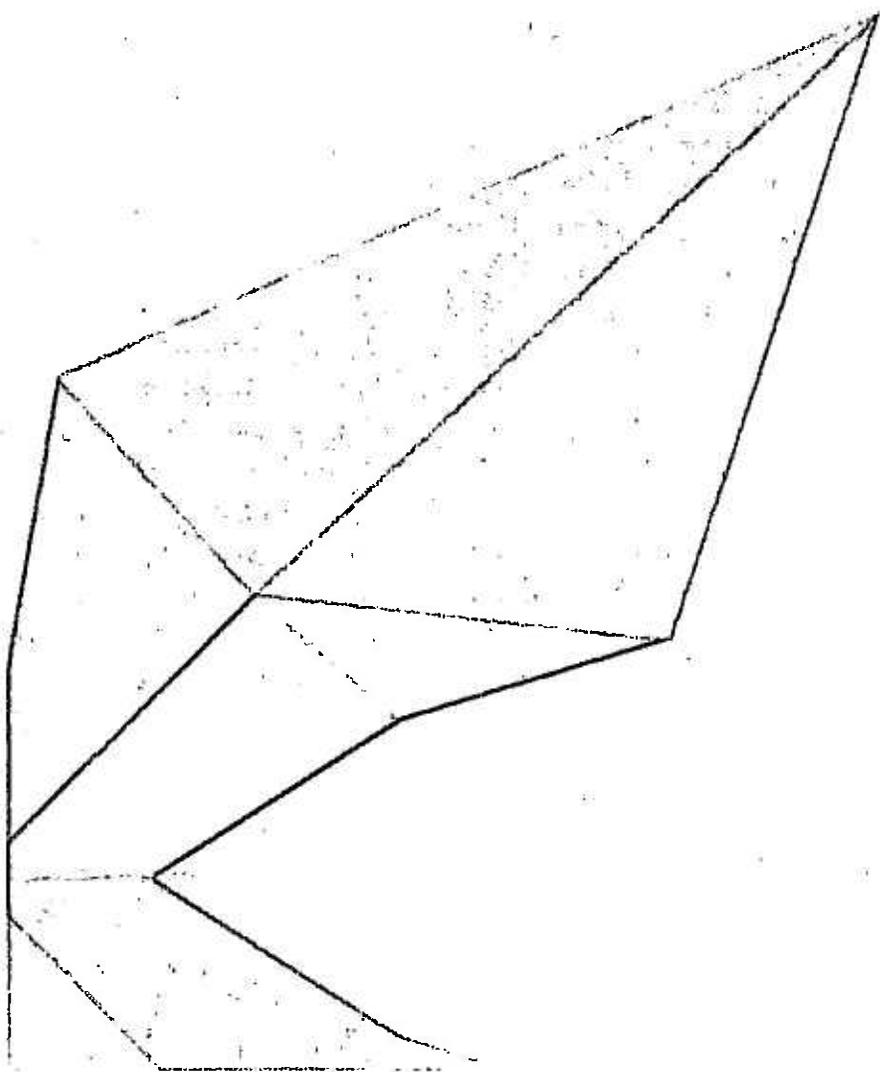
Values:

Compassion – Innovation – Integrity – Reliability – Teamwork – Transparency

North Country Home Health & Hospice Agency, Inc.

Financial Statements

Years Ended September 30, 2023 and 2022



North Country Home Health & Hospice Agency, Inc.

Years Ended September 30, 2023 and 2022

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Independent Auditor's Report

Board of Directors
North Country Home Health & Hospice Agency, Inc.
Whitefield, New Hampshire

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of North Country Home Health & Hospice Agency, Inc. (the "Agency"), which comprise the balance sheet as of September 30, 2023, and the related statement of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Agency as of September 30, 2023, and the results of its operations, 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 ("GAAP").

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("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 the Agency 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 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 the Agency's ability to continue as a going concern for one year after the date 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 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.

In performing an audit in accordance with 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 the Agency'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 Agency'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 Matter

The financial statements of the Agency for the year ended September 30, 2022, were audited by another auditor, whose report dated March 9, 2023, expressed an unmodified opinion on those financial statements.

Wipfli LLP

Wipfli LLP
Eau Claire, Wisconsin
February 19, 2024

North Country Home Health & Hospice Agency, Inc.

Balance Sheets

<i>September 30,</i>	2023	2022
<i>Assets</i>		
Current assets:		
Cash and cash equivalents	\$ 3,689,371	\$ 3,120,318
Patient accounts receivable - Net	1,526,807	1,685,349
Inventory	52,094	-
Prepaid expenses and other	178,793	35,329
Total current assets	5,447,064	4,840,996
Assets limited as to use	306,243	268,295
Beneficial trust held by others	67,273	64,334
Property and equipment – Net	917,398	841,608
TOTAL ASSETS	\$ 6,737,979	\$ 6,015,233
<i>Liabilities and Net Assets</i>		
Current liabilities:		
Current portion of long-term debt	\$ 46,905	\$ 117,925
Accounts payable and accrued expenses	247,576	396,572
Accrued payroll and payroll taxes	535,589	474,818
Due to related parties - Net	63,439	43,336
Deferred revenue	24,172	412,679
Total current liabilities	917,681	1,445,330
Long-term liabilities -		
Long-term debt - Less current portion	-	527,249
Total liabilities	917,681	1,972,579
Net assets:		
Without donor restrictions	5,526,825	3,752,120
With donor restrictions	293,473	290,534
Total net assets	5,820,298	4,042,654
TOTAL LIABILITIES AND NET ASSETS	\$ 6,737,979	\$ 6,015,233

See accompanying notes to financial statements.

North Country Home Health & Hospice Agency, Inc.

Statements of Operations

<i>Years Ended September 30,</i>	2023	2022
Net assets without donor restrictions:		
Net patient service revenue	\$ 11,063,630	\$ 9,454,287
Other operating income	825,991	754,914
Total revenue	11,889,621	10,209,201
Expenses:		
Salaries and wages	5,674,615	4,555,978
Employee benefits	1,794,747	1,307,721
Other operating expenses	2,701,471	2,339,094
Depreciation	113,056	108,013
Interest	23,016	24,728
Total expenses	10,306,905	8,335,534
Income from operations	1,582,716	1,873,667
Other income (expense):		
Contributions	142,565	112,576
Loss on disposal of property and equipment	-	(443,101)
Investment income (loss)	76,027	(11,423)
Nonoperating (losses) gains - Net	218,591	(341,948)
Revenue in excess of expenses	1,801,308	1,531,719
Other changes in unrestricted net assets:		
Transfer of equity to North Country Healthcare, Inc.	(26,603)	(185,409)
Increase in net assets without donor restrictions	1,774,705	1,346,310

North Country Home Health & Hospice Agency, Inc.

Statements of Changes in Net Assets

<i>Years Ended September 30,</i>	2023	2022
Changes in net assets without donor restrictions:		
Revenue in excess of expenses	\$ 1,801,308	\$ 1,531,719
Transfer of equity to North Country Healthcare, Inc.	(26,603)	(185,409)
Increase in net assets without donor restrictions	1,774,705	1,346,310
Changes in net assets with donor restrictions:		
Change in fair value of beneficial trust held by others	2,939	(49,353)
Change in net assets	1,777,644	1,296,957
Net assets - Beginning of year	4,042,654	2,745,697
Net assets - End of year	\$ 5,820,298	\$ 4,042,654

See accompanying notes to financial statements.

North Country Home Health & Hospice Agency, Inc.

Statements of Cash Flows

Years Ended September 30,	2023	2022
Increase (decrease) in cash and cash equivalents:		
Cash flows from operating activities:		
Change in net assets	\$ 1,777,644	\$ 1,296,957
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	113,056	108,013
Loss on disposal of property and equipment	0	443,101
Net realized and unrealized (gain) loss on investments	(38,718)	60,958
Fair value of beneficial trust held by others	(2,939)	13,478
Changes in operating assets and liabilities:		
Patient accounts receivable - Net	158,542	625,942
Prepaid expenses	(143,464)	(6,970)
Inventories	(52,094)	-
Accounts payable and accrued expenses	(148,996)	(363,775)
Accrued compensation and other	60,771	(18,939)
Due to related parties - Net	20,103	(390,130)
Deferred revenue	(388,507)	406,839
Net cash from operating activities	1,355,398	2,175,474
Cash flows from investing activities:		
Purchases of property and equipment	(188,846)	(30,327)
Decrease (increase) in assets limited as to use	770	(9,642)
Net cash from investing activities	(188,076)	(39,969)
Cash flows from financing activities - Principal payments on long-term debt	(598,269)	(114,395)
Net increase in cash and cash equivalents	569,053	2,021,110
Cash and cash equivalents - Beginning of year	3,120,318	1,099,208
Cash and cash equivalents - End of year	\$ 3,689,371	\$ 3,120,318
Supplemental cash flow information -		
Cash paid for interest	\$ 23,016	\$ 24,728

See accompanying notes to financial statements.

North Country Home Health & Hospice Agency, Inc.

Notes to Financial Statements

Note 1: Summary of Significant Accounting Policies

The Entity

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 primarily to residents in need of these services within Coos and Grafton Counties. During 2023, the Agency also started providing durable medical equipment services.

North Country Healthcare, Inc. ("NCH") is the sole corporate member of the Agency. NCH is also the parent company of Androscoggin Valley Hospital, Inc. ("AVH"), Upper Connecticut Valley Hospital, Inc. ("UCVH"), and Weeks Medical Center ("WMC").

Financial Statement Presentation

The Agency follows accounting standards set by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). The ASC is the single source of authoritative accounting principles generally accepted in the United States (GAAP) to be applied to nongovernmental entities in the preparation of financial statements in conformity with GAAP.

Use of Estimates in Preparation of Financial Statements

The preparation of the accompanying financial statements in conformity with GAAP requires management to make certain estimates and assumptions that directly affect the reported amounts of assets and liabilities and disclosure 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 may differ from these estimates.

Cash Equivalents

The Agency considers highly-liquid debt instruments with an original maturity of three months or less to be cash equivalents, excluding amounts limited as to use.

North Country Home Health & Hospice Agency, Inc.

Notes to Financial Statements

Note 1: Summary of Significant Accounting Policies (Continued)

Patient Accounts Receivables and Credit Policy

Patient accounts receivable is reported at the amount that reflects the consideration to which the Agency expects to be entitled, in exchange for providing patient care services. Patient accounts receivable are recorded in the accompanying balance sheets net of contractual adjustments and implicit price concessions which reflects management's estimate of the transaction price. The Agency estimates the transaction price based on negotiated contractual agreements, historical experience, and current market conditions. The initial estimate of the transaction price is determined by reducing the standard charge by any contractual adjustments, discounts, and implicit price concessions and is recorded through a reduction of gross revenue and a credit to patient accounts receivable. Subsequent changes to the estimate of the transaction price are generally recorded as adjustments to patient service revenue in the period of the change.

The Agency does not have a policy to charge interest on past due accounts.

Assets Limited as to Use

Assets limited as to use reported in the accompanying balance sheets include the investments within the donor restricted funds as well as those which require approval of the Board of Directors prior to use for their restricted or unrestricted purposes. Additional information on these restrictions is described in Note 9. The Agency reports investments, including those within assets limited as to use, at fair value.

Investment income or loss (including interest, dividends, and realized and unrealized gains and losses on sale of investments) are reported as other income (expenses) and are included in revenue in excess of expenses unless the income or loss is restricted by donor or law. Realized gains and losses are determined by specific identification.

Beneficial Trust Held by Others

The Agency is the beneficiary of a perpetual trust administered by the New Hampshire Charitable Foundation (the "Foundation"). Although the Agency does not have access to the underlying principal, a portion of income earned from the trust is available and distributed annually to the Agency. The Agency's share of trust principal is recognized as net assets with donor restrictions at fair value as the market value changes over time. Annual income distributions are recognized as increases in net assets without donor restrictions.

North Country Home Health & Hospice Agency, Inc.

Notes to Financial Statements

Note 1: Summary of Significant Accounting Policies (Continued)

Fair Value Measurements

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an ordinary transaction between market participants at the measurement date. The Agency measures fair value of its financial instruments using a three-tier hierarchy that prioritizes the inputs used in measuring fair value. These tiers include Level 1, defined as observable inputs such as quoted market prices in active markets; Level 2, defined as inputs other than quoted market prices in active markets that are either directly or indirectly observable; and Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions. The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

Inventories

Inventories consist primarily of medical supplies, general supplies, and pharmaceuticals and are stated at the lower of cost or net realizable value with cost determined using first in first out (FIFO) method.

Property, Equipment and Depreciation

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed using the straight-line method. Estimated useful lives range from 5 to 30 years for building and improvements, and 2 to 22 years for major moveable equipment.

Gifts of long-lived assets such as land, buildings, or equipment are reported as unrestricted support and are excluded from revenue in excess of expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Agency reports expirations of donor restrictions when the donated or acquired long-lived assets are placed into service.

Impairment of Long-Lived Assets

The Agency periodically evaluates the recoverability of its long-lived assets, which consists primarily of property and equipment with estimated useful lives, whenever events or changes in circumstance indicate that the carrying value may not be recoverable. If the recoverability of these assets is unlikely because of the existence of factors indicating impairment, an impairment analysis is performed using a projected undiscounted cash flow method. Management must make assumptions regarding estimated future cash flows and other factors to determine the fair value of these respective assets. If the carrying amounts of the assets exceed their respective fair values, the carrying value of the underlying assets would be adjusted to fair value and an impairment loss would be recognized. During 2023 and 2022, the Agency determined that no evaluations of recoverability were necessary.

North Country Home Health & Hospice Agency, Inc.

Notes to Financial Statements

Note 1: Summary of Significant Accounting Policies (Continued)

Net Assets

Net assets without donor restrictions are those not subject to donor-imposed stipulations and includes those expendable resources which have been designated for special use by the Board of Directors. Net assets with donor restrictions are those whose use by the Agency has been limited by donors to a specific time period or purpose, or those assets restricted by donors to be maintained by the Agency in perpetuity.

Revenue in Excess of Expenses

The accompanying statements of operations and changes in net assets include the classification of revenue in excess of expenses, which is considered the operating indicator. Changes in net assets without donor restrictions, which are excluded from the operating indicator include items such as permanent transfer of assets to and from affiliates for other than goods and services.

Patient Service Revenue

Patient care service revenue is reported at the amount that reflects the consideration to which the Agency expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payors (including health insurers and government programs), and others and includes variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Agency bills the patients and third-party payors several days after the services are performed. Revenue is recognized as performance obligations are satisfied.

Performance obligations are determined based on the nature of the services provided. Revenue from performance obligations satisfied over time is recognized based on actual charges incurred in relation to total expected (or actual) charges. Generally, performance obligations satisfied over time relate to patients receiving home health post-acute care services or rental arrangements related to durable medical equipment. For these services the Agency measures the performance obligation from admission to the point when there are no further services required for the patient, which is generally at the time of discharge, the end of an episode of care, or the end of a service rental period. For hospice services and durable medical equipment which is sold rather than rented, the performance obligation is satisfied as the patient simultaneously receives and consumes the benefits provided as the services are performed. In the case of these services, recognition of the obligation over time yields the same result as recognizing the obligation at a point in time. The Agency believes that this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation.

North Country Home Health & Hospice Agency, Inc.

Notes to Financial Statements

Note 1: Summary of Significant Accounting Policies (Continued)

Patient Service Revenue (Continued)

The nature, amount, timing and uncertainty of revenue and cash flows are affected by several factors that the Organization considers in its recognition of revenue. Following are some of the factors considered:

- Payors (for example, Medicare, Medicaid, managed care or other insurance, patient, etc.) have different reimbursement/payment methodologies
- Length of the patient's service/episode of care
- Geography of the service location
- Organization's line of business that provided the service (for example, home health, hospice, durable medical equipment, etc.)

The Agency determines the transaction price, which involves significant estimates and judgement, based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payors, discounts provided to uninsured patients in accordance with the Agency's policy, and implicit price concessions provided to patients. The Agency determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policy, and historical experience. The Agency determines its estimate of implicit price concessions based on its historical collection experience for each patient portfolio based on payor class and service type.

The Agency has agreements with third-party payors that typically provide for payments at amounts less than established charges. A summary of the payment arrangements with major third-party payors follows:

Home Health and Hospice:

The Agency renders services to certain home health and hospice patients under contracted agreements with the Medicare and Medicaid programs administered by federal and state agencies.

Home Health services rendered to Medicare and Medicaid program beneficiaries are paid at a prospectively determined rate per episode of care depending on the patient's level of care and types of services provided. Hospice services to Medicare and Medicaid program beneficiaries are paid on a prospectively determined per diem basis.

Durable Medical Equipment

The Agency renders services to certain durable medical equipment patients and customers under contracted agreements with the Medicare program, and in 2024 will be contracted under an agreement with the Medicaid program, administered by federal and state agencies.

Durable medical equipment supplies or services provided or rendered to Medicare and Medicaid program beneficiaries are paid at a prospectively determined rate per item depending upon a single use or monthly rental amount.

North Country Home Health & Hospice Agency, Inc.

Notes to Financial Statements

Note 1: Summary of Significant Accounting Policies (Continued)

Patient Service Revenue (Continued)

Laws and regulations concerning government programs, including Medicare and Medicaid, are complex and subject to varying interpretation. Because of investigations by governmental agencies, various health care organizations have received requests for information and notices regarding alleged noncompliance with those laws and regulations, which, in some instances, have resulted in organizations entering into significant settlement agreements. Compliance with such laws and regulations may also be subject to future government review and interpretation as well as significant regulatory action, including fines, penalties, and potential exclusion from the related programs. There can be no assurance that regulatory authorities will not challenge the Agency's compliance with these laws and regulations, and it is not possible to determine the impact (if any) such claims, or penalties would have upon the Agency.

The Centers for Medicare and Medicaid Services (CMS) uses recovery audit contractors (RACs) to search for potentially inaccurate Medicare payments that may have been made to health care providers and that were not detected through existing CMS program integrity efforts. Once the RAC identifies a claim it believes is inaccurate, the RAC makes a deduction from or addition to the provider's Medicare reimbursement in an amount estimated to equal the overpayment or underpayment. The Agency has not been notified by the RAC of any potential significant reimbursement adjustments. In addition, the contracts the Agency has with commercial payors also provide for retroactive audit and review of claims.

Settlements with third-party payors for retroactive adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and the Agency's historical settlement activity, including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known (that is, new information becomes available), or as years are settled or are no longer subject to such audits, reviews, and investigations. Adjustments arising from a change in the transaction price, were not significant in 2023 and 2022.

Generally, patients who are covered by third-party payors are responsible for related deductibles and coinsurance, which vary in amount. The Agency also provides services to uninsured patients, and offers those uninsured patients a discount, either by policy or law, from standard charges. The Agency estimates the transaction price for patients with deductibles and coinsurance and from those who are uninsured based on historical experience and current market conditions. The initial estimate of the transaction price is determined by reducing the standard charge by any contractual adjustments, discounts, and implicit price concessions.

Consistent with the Agency's mission, care is provided to patients regardless of their ability to pay. Therefore, the Agency has determined it has provided implicit price concessions to uninsured patients and patients with other uninsured balances (for example, copays and deductibles). The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to patients and the amounts the Agency expects to collect based on its collection history with those patients.

North Country Home Health & Hospice Agency, Inc.

Notes to Financial Statements

Note 1: Summary of Significant Accounting Policies (Continued)

Patient Service Revenue (Continued)

Subsequent changes to the estimate of the transaction price are generally recorded as adjustments to net patient service revenue in the period of the change. Subsequent changes that are determined to be the result of an adverse change in the patient's or resident's ability to pay are recorded as bad debt expense. Bad debt expense for the years ended September 30, 2023 and 2022, was not significant.

The promised amount of consideration from patients and third-party payors have not been adjusted for the effects of a significant financing component due to the Agency's expectation that the period between the time the service is provided to a patient and the time that the patient or a third-party payor pays for that service will be one year or less. However, the Agency does, in certain instances, enter into payment agreements with patients that allow payments in excess of one year. For those cases, the financing component is not deemed to be significant to the contract.

All incremental customer contract acquisition costs are expensed as they are incurred as the amortization period of the asset that the Agency otherwise would have recognized is one year or less in duration.

Contributions and Gifts

Contributions are considered available for unrestricted use unless specifically restricted by the donor. Unconditional promises to give cash and other assets to the Agency are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is deemed unconditional. The gifts are reported as 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 accompanying consolidated statements of operations and changes in net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reported as contributions without donor restrictions.

Advertising Costs

Advertising costs are expensed as incurred.

Income Taxes

The Agency is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code (the "Code") and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. The Agency is also exempt from state income taxes on related income. The Organization is also engaged, to a limited extent, in certain activities subject to taxation as unrelated business income ("UBI"). UBI is not significant.

North Country Home Health & Hospice Agency, Inc.

Notes to Financial Statements

Note 1: Summary of Significant Accounting Policies (Continued)

Subsequent Events

Subsequent events have been evaluated through February 19, 2024, which is the date the financial statements were available to be issued.

Note 2: COVID-19

Starting in March 2020, the nation in general, and healthcare-related entities specifically, were faced with a global pandemic. As healthcare entities prepared for the crisis, operational changes were made to delay routine visits and elective procedures and reevaluate the entire care delivery model to care for patient needs, specifically those affected by COVID-19. These operational changes continued and adjustments were made in operations and business plans throughout the pandemic. The declared public health emergency ended in May 2023 related to the COVID-19 pandemic, and even with this ending the complete financial impact on the economy in general and healthcare-related entities specifically still remains undeterminable at this time. Management of the Agency continues to note that both operational performance and cash flows for healthcare-related entities have been and will continue to be impacted into the future even though the declared public health emergency period and pandemic have ended.

The federal and state governments, as well as other agencies, assisted many healthcare organizations to prevent significant financial constraints by providing supplemental payment programs in the forms of distributions which are intended to help in offsetting lost revenues as well as the cost of staffing, supplies, and equipment from treating patients impacted by or preparing for the pandemic's healthcare needs. During the years ended September 30, 2023 and 2022, the Agency recognized approximately \$410,000 and \$404,000, respectively, as other operating revenue related to COVID-19 funding assistance based upon the terms and conditions of the programs. Funding was primarily received from the U.S. Department of Health and Human Services ("HHS") Coronavirus Aid, Relief, and Economic Security ("CARES") and American Rescue Plan ("ARP") Acts, and the State of New Hampshire related to COVID-19 assistance.

These funds are subject to various financial and compliance guidelines for intended uses as published by the federal and state governments. Management is continuing to monitor compliance with the terms and conditions of these grants as new guidance and clarification is released from HHS, the State of New Hampshire, and other agencies. The Agency has completed all required attestations to the federal government as well as all required audits to date to or comply with the current terms and conditions of the programs; however, as more information becomes available or the federal or state government would perform any additional audits in the future, the Hospital's ability to retain some or all of the distributions received could be impacted.

North Country Home Health & Hospice Agency, Inc.

Notes to Financial Statements

Note 3: Available Resources and Liquidity

The Agency does not have a formal liquidity policy but generally strives to maintain financial assets in liquid form such as cash and cash equivalents for at least three to six months of operating expenses. Other funds, included in assets limited as to use in the accompanying consolidated statements of financial position, are considered available for operational or capital needs.

As of September 30, 2023 and 2022, financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled debt service payments, and capital items, were as follows:

	2023	2022
Cash and cash equivalents	\$ 3,689,371	\$ 3,120,318
Patient accounts receivable - Net	1,526,807	1,685,349
Total	\$ 5,216,178	\$ 4,805,667

Patient accounts receivable - net becomes available as an available resource to the Agency generally as operating cash as it is billed and collected based on the policies and procedures described in Note 1, and its opening balance at October 1, 2021 was \$2,311,291.

The Agency also has a line of credit available to meet short-term needs. See Note 8 for information about this arrangement.

Note 4: Assets Limited as to Use and Investment Income

Investments consisted of the following at September 30, 2023 and 2022:

	2023	2022
Money market funds	\$ 31,896	\$ 30,007
Exchange traded funds	116,402	98,890
Mutual funds	157,945	139,398
Total	\$ 306,243	\$ 268,295

North Country Home Health & Hospice Agency, Inc.

Notes to Financial Statements

Note 4: Assets Limited as to Use and Investment Income (Continued)

Investment income (loss), which includes investment earnings on cash equivalents and investments, was comprised of the following for the years ended September 30, 2023 and 2022:

	2023	2022
Interest and dividends - Net of investment expenses	\$ 37,309	\$ 4,017
Net unrealized gain (loss) on investments	38,718	(15,440)
Total	\$ 76,027	\$ (11,423)

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. Due to the level of risk associated with certain investments, it is reasonably possible that changes in the values of certain investments will occur in the near term and that such changes could materially affect the amounts reported in the financial statements.

Management assesses individual investment securities as to whether declines in market value are other than temporary and result in impairment. For equity securities and mutual funds, the Agency considers whether it has the ability and intends to hold the investment until a market price recovery. Evidence considered in this includes the reasons for the impairment, the severity and duration of the impairment, changes in value subsequent to year-end, the issuer's financial condition, and the general market condition in the geographic area or industry in which the investee operates. For debt securities, if the Agency has made a decision to sell the security, or if it's more likely than not the Agency will sell the security before the recovery of the security's cost basis, an other-than temporary impairment is considered to have occurred. If the Agency has not made a decision or does not have an intention to sell the debt security, but the debt security is not expected to recover its value due to a credit loss, an other-than-temporary impairment is considered to have occurred. At September 30, 2023 and 2022, the Hospital did not consider any individual investments other than temporarily impaired.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. Due to the level of risk associated with certain investments, it is reasonably possible that changes in the values of certain investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying financial statements.

North Country Home Health & Hospice Agency, Inc.

Notes to Financial Statements

Note 5: Fair Value Measurements

The following is a description of the valuation methodologies used for assets measured at fair value:

Money market funds are valued using a net asset value (NAV) of \$1.00. Quoted market prices are used to determine the fair value of investments in marketable equity securities, which consist primarily of publicly traded common and preferred stock. Exchange traded funds and mutual funds are valued at the daily closing price as reported by the fund. Exchange traded funds and mutual funds held by the Agency are open-end funds that are registered with the Securities and Exchange Commission. The funds are required to publish their daily NAV and to transact at that price. The exchange traded funds and mutual funds held by the Agency are deemed to be actively traded. 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 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 Agency believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table sets forth by level, within the fair value hierarchy, the Agency's assets at fair value as of September 30, 2023:

	2023			Total Assets at Fair Value
	Level 1	Level 2	Level 3	
Money market funds	\$ -	\$ 31,896	\$ -	\$ 31,896
Exchange traded funds	116,402	-	-	116,402
Mutual funds	157,945	-	-	157,945
Beneficial trust held by others	-	-	67,273	67,273
Total	\$ 274,347	\$ 31,896	\$ 67,273	\$ 373,516

	2022			Total Assets at Fair Value
	Level 1	Level 2	Level 3	
Money market funds	\$ -	\$ 30,007	\$ -	\$ 30,007
Exchange traded funds	98,890	-	-	98,890
Mutual funds	139,398	-	-	139,398
Beneficial trust held by others	-	-	64,334	64,334
Total	\$ 238,288	\$ 30,007	\$ 64,334	\$ 332,629

North Country Home Health & Hospice Agency, Inc.

Notes to Financial Statements

Note 5: Fair Value Measurements (Continued)

Assets included within the fair value measurements tables above include all assets within assets limited as to use and beneficial trust held by others as reported in the accompanying balance sheets at September 30, 2023 and 2022.

The following presents the change in the assets measured at fair value based on level 3 inputs:

	2023	2022
Balance, beginning of year	\$ 64,334	\$ 77,812
Change in fair value of interest in beneficial trust	5,561	(10,549)
Distributions	(2,622)	(2,929)
Balance, end of year	\$ 67,273	\$ 64,334

Note 6: Property and Equipment

Property and equipment consisted of the following at September 30, 2023 and 2022:

	2023	2022
Land	\$ 168,203	\$ 168,203
Buildings	1,150,722	1,136,921
Fixed equipment	934,088	747,155
Construction in progress	-	11,886
Total property and equipment	2,253,013	2,064,165
Less - Accumulated depreciation	1,335,615	1,222,557
Total	\$ 917,398	\$ 841,608

North Country Home Health & Hospice Agency, Inc.

Notes to Financial Statements

Note 7: Long-Term Debt

Long-term debt consisted of the following at September 30:

	2023	2022
Mortgage payable to a local bank, payable in monthly installments of \$2,329, including principal and interest, interest is variable is adjusted to prime plus 0.5% each February over the life of the loan. The rate was 3.75% as of September 30, 2022 and through when the loan was paid in full in 2023. The loan was collateralized by real estate.	\$ -	\$ 430,187
Unsecured promissary note, payable in annual installments of \$48,000, including principal and interest, through September 2024 payable to Littleton Regional Health Care.	46,905	92,445
Unsecured promissary notes to related parties, payable in annual installments, ranging from \$8,000 to \$29,000, including principal and interest, originally scheduled to be paid through September 2024. The loans were paid in full in 2023.		122,542
Total long-term debt	46,905	645,174
Less current portion	46,905	117,925
Long-term debt - Less current portion	\$ -	\$ 527,249

Note 8: Line of Credit

The Agency has a \$500,000 line of credit available with a bank. No advances were outstanding as of September 30, 2023 and 2022. The line of credit expires on July 31, 2024, with interest reprised daily based on the Wall Street Journal Prime Rate each day plus 1.00%. The interest rate can never be less than 4.25%. The line is secured by the Agency's business assets.

North Country Home Health & Hospice Agency, Inc.

Notes to Financial Statements

Note 9: Endowment

Net assets with donor restrictions include assets set aside in accordance with donor restrictions as to time or use. The Agency's net assets with donor restrictions include one endowment fund that is invested in various investments including money market funds, mutual funds, and exchange traded funds in a brokerage account. The endowment fund was established by donors to be maintained in perpetuity, the income of which is expendable to support operations of the Agency upon approval of the Board of Directors.

The Agency is subject to the Uniform Prudent Management of Institutional Funds Act (UPMIFA) and, thus, classifies amounts in its donor-restricted endowment funds as net assets with donor restrictions until the Board of Directors appropriates such amounts for expenditure and any other purpose restrictions have been met. The Board of Directors of the Agency has interpreted UPMIFA as requiring the maintenance of purchasing power of the original gift amount contributed to an endowment fund, unless a donor stipulates the contrary. As a result of this interpretation, when reviewing its donor-restricted endowment funds, the Agency considers a fund to be underwater when 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 Agency has interpreted UPMIFA to permit spending from underwater funds in accordance with the prudent measures required under the law.

Additionally, 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 Agency 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
7. The investment policies of the Agency

North Country Home Health & Hospice Agency, Inc.

Notes to Financial Statements

Note 9: Endowment (Continued)

Changes in endowment net assets were as follows for the year ended September 30, 2023 and 2022:

	Board of Directors Restricted Subject to Appropriations	Donor Restricted to be Held in Perpetuity	Total
Balance on September 30, 2021	\$ 57,536	\$ 262,075	\$ 319,611
Interest and dividends - Net of fees	(1)	9,643	9,642
Net depreciation - Unrealized loss	(15,440)	(45,518)	(60,958)
Balance on September 30, 2022	42,095	226,200	268,295
Interest and dividends - Net of fees	(770)	-	(770)
Net appreciation - Unrealized gain	38,718	-	38,718
Balance on September 30, 2023	\$ 80,043	\$ 226,200	\$ 306,243

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.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that UPMIFA requires the Agency to retain as a fund or perpetual duration. The Board of Directors' policy does not permit spending from funds with deficiencies. There were no funds with deficiencies as of September 30, 2023 and 2022.

The Agency has adopted an investment policy for endowment assets that attempts to provide a predictable stream of funding to programs supported by its endowment, while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Agency must hold in perpetuity or for a donor-specified period and whose income is available for operations. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that meet or exceed designated benchmarks while incurring a reasonable and prudent level of investment risk. The endowment assets consist of a balanced portfolio of cash, debt and equity securities.

North Country Home Health & Hospice Agency, Inc.

Notes to Financial Statements

Note 10: Patient Service Revenue

The composition of net patient service revenue based on the geographic region the Agency operates in as outlined in Note 1, by major lines of business, for the years ended September 30 are as follows:

	2023	2022
Home health services	\$ 5,077,959	\$ 4,012,236
Hospice services	5,985,671	5,442,051
Total	\$ 11,063,630	\$ 9,454,287

Patient service revenue (net of contractual allowances, discounts, and implicit price concessions) consisted of the following for the years ended September 30:

	2023	2022
Medicare	\$ 8,617,023	\$ 8,145,023
Medicaid	136,198	229,203
Other third-party payors and private pay	2,310,409	1,080,061
Total	\$ 11,063,630	\$ 9,454,287

North Country Home Health & Hospice Agency, Inc.

Notes to Financial Statements

Note 11: Functional Expenses

The Agency provides various services to residents within its geographic location as described in Note 1. The accompanying statements of operations present certain expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis. Employee benefits are allocated based on factors of either salary expense or actual employee expense. Overhead costs that include things such as professional services, office expenses, information technology, insurance, and other similar expenses are allocated on a variety of factors including revenues and departmental expense. Costs related to building and equipment usage include depreciation and interest and are allocated on a square footage or direct assignment basis. Expenses related to providing these services are as follows for the years ended September 30:

	2023			2022		
	Healthcare Services	General and Administrative	Total	Healthcare Services	General and Administrative	Total
Salaries and wages	\$ 4,623,459	\$ 1,051,156	\$ 5,674,615	\$ 3,674,696	\$ 881,282	\$ 4,555,978
Employee benefits	1,462,291	332,456	1,794,747	1,032,105	275,616	1,307,721
Supplies and other	1,306,180	1,395,291	2,701,471	1,752,632	586,462	2,339,094
Interest	19,285	3,731	23,016	20,720	4,008	24,728
Depreciation	94,730	18,326	113,056	90,504	17,509	108,013
Total	\$ 7,505,945	\$ 2,800,960	\$ 10,306,905	\$ 6,570,657	\$ 1,764,877	\$ 8,335,534

Note 12: Retirement Plans

The Agency is part of the 403(b) North Country Healthcare Retirement Plan, a defined contribution retirement plan sponsored by NCH covering substantially all employees. Employees may contribute a percentage of their compensation to the retirement plan. After a year of service, the Agency will contribute matching contributions of 50% of participant contributions up to 6% of compensation. The Agency's retirement plan expense totaled approximately \$71,000 and \$80,000 in 2023 and 2022, respectively.

Certain eligible employees of the Agency are also eligible to participate in a nonqualified deferred compensation plan established under Section 457(b) of the Code, which is administered by NCH. The plan permits certain management and highly compensated employees to defer portions of their compensation based on Internal Revenue Service guidelines. Compensation deferred is transferred to NCH who then retains the related investments. These investments are then segregated by NCH a separate account, and any assets and related deferred compensation plan liabilities are reported in the financial statements of NCH since under the terms of the deferred compensation plan agreement, NCH bears the responsibility for custody of the assets and their related liabilities once the related withholdings are transferred from the Agency to NCH.

Note 13: Malpractice Insurance

The Agency insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at September 30, 2023 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

Note 14: Concentration of Credit Risk

Financial instruments that potentially subject the Agency to credit risk consist principally of accounts receivable and cash deposits in excess of insured limits in financial institutions.

The mix of receivables from patients and third-party payors is as follows at September 30:

	2023	2022
Medicare	44 %	39 %
Medicaid	4 %	12 %
Commercial insurance	51 %	48 %
Private Pay	1 %	1 %
Total	100 %	100 %

The Agency maintains depository relationships with area financial institutions that are Federal Deposit Insurance Corporation (FDIC) insured institutions. The Agency maintains cash in accounts at these institutions which are insured by the FDIC up to \$250,000. At September 30, 2023, the Agency's deposits exceeded the insured limits by approximately \$3,600,000. Management of the Agency believes that as of September 30, 2023, it is not exposed to any significant risks from the financial institutions which are holding the uninsured deposits.

Note 15: Related-Party Transactions

The Agency had the following receivables (payables) with affiliated entities at September 30:

	2023	2022
NCH	\$ (60,384)	\$ (40,152)
WMC	(8,774)	(5,128)
AVH	(1,856)	1,944
UCVH	7,575	-
Total	\$ (63,439)	\$ (43,336)

The amounts due to related parties are primarily for shared costs of various administrative services, shared liability insurance premiums, and contract staffing. The most significant related party costs of the Agency are shared services purchased from North Country Healthcare which totaled approximately \$394,000 and \$164,000 for the years ended September 30, 2023 and 2022, respectively. These shared costs are included within operating expenses in the accompanying statements of operations.

Amounts due from related parties primarily relate to hospice services provided to patients of affiliated hospitals in which the affiliates are reimbursing the Agency for those services.

North Country Home Health & Hospice Agency, Inc.

Notes to Financial Statements

Note 16: Reclassification

Certain reclassifications have been made to the 2022 financial statements to conform to the 2023 presentation.

NCHHA Board of Directors 2024

	Re-election in 2024		Re-election in 2025		
	JJ Bujeaud Vice Chair	Roxie Severance Chair	Greg Eastman Director	Holly McCormack Director	Brian O'Hearn Director
Original Year of Start	2021	2017	2021	2021	2018
Term Start	2022	2022	2022	2022	2022
Year of First Term	2021 mid-year	2017 mid-year	2020 mid-year	2021	2018 mid-year
Re-election Year	2024	2025	2025	2025	2025

	Re-election in 2026					
	Heather Newfield Director	Julie Cote Director	Chad Stearns Treasurer	Chrissy Smith Secretary	Darrell Bodnar Director	Kim Force Director
Original Year of Start	2023	2023	2020	2017	2021	2021
Term Start	2023	2023	2022	2020	2021	2022
Year of First Term	2023 mid-year	2023 mid-year	2020 mid-year	2017 mid-year	2021 mid-year	2021
Re-election Year	2026	2026	2026	2026	2026	2026

Tiffany Haynes Ex-Officio	Tom Mee Ex-Officio
	
Ex-Officio	2019
Ex-Officio	Ex-Officio



north country healthcare

North Country Home Health & Hospice Agency

Tiffany R. Haynes, MSN, RN, CHPN

EDUCATION/Certifications

2019 Advanced Hospice and Palliative Care Certification

Obtained Hospice and Palliative Care certification through Hospice & Palliative Nurses Association

2012 Norwich University- MSN

Masters of Science in Nursing with a concentration in Health Care Administration

2007 Saint Anselm College- BSN

Bachelors on Science in Nursing

PROFESSIONAL EXPERIENCE

North Country Home Health and Hospice

2020 to Present

President & CEO

Transitioned into the role of Vice President in early 2020 and then into the role of President in late 2020. Responsible for maintaining and growing North Country Home Health and Hospice into the premier Home Health, Palliative and Hospice agency in Coos and Grafton County.

North Country Home Health and Hospice

2017 to 2020

Director of Hospice and Palliative Care

Responsible for growing the Hospice program in a rural setting from an ADC of 25 to 75 in 3 years. Created a grassroots Palliative Care program, initially starting with a pilot of five patients and in 2020 consistently had a census of 65 patients on average. Provided oversight to the Hospice QAPI program and was responsible for the timely submission of HIS. Worked closely with clinicians and management to control costs, improve quality and symptom management. Heavily involved in marketing and community education.

Dartmouth Hitchcock Medical Center: 2 West Inpatient Surgery

2015 to 2017

Clinical Nurse Supervisor

Clinical Nurse Supervisor on an Inpatient Surgical floor specializing in Urology, Surgical Oncology and Gynecology. Current Champion for the Infection Prevention team working to reduce our HACs; with a focus on CLABSIs and CAUTIs. Charge RN and Preceptor as well as Clinical Nurse Supervisor responsible for performance evaluation, scheduling, patient flow, and QA/QC.

Concord Hospital: Center for Urologic Care

2012- 2015

Clinical Nurse Supervisor

Clinical Nurse Supervisor in a busy Urology Clinic. Responsible for the daily management of the staff (20 direct reports, MAs and RNs), staff schedules, performance review, management of QA/QC, yearly competencies.

Concord Hospital: Center for Urologic Care

2011-2012

Staff RN

Clinical Nurse responsible for telephone triage and patient teaching/procedures including; BCG (Bladder Chemotherapy), Testosterone injections, routine and emergent foley/suprapubic and foley catheter exchanges, bladder irrigation, patient teaching prior to surgery.

Bangor Area Visiting Nurses/Hospice of Eastern Maine

2010-2011

Staff RN

Staff RN responsible for admission and care of adult and pediatric VNA and Hospice patients, independently performed Wound VAC changes and wound assessments, PICC line assessments and removals, blood draws, initial IV antibiotic teaching sessions, initial G/J tube feeding teaching sessions, on call for emergencies during the evenings/night

Dartmouth Hitchcock Medical Center: 3 West Inpatient Surgery

2007-2010

Staff RN

Clinical Nurse on an Inpatient Surgical floor specializing in Orthopedics, Trauma and Plastic surgery. Preceptor, Magnet Ambassador, Chair of Shared Governance, Quality Champion

Jessica C. Foster-Hebert, RN

Objective

Patient oriented Registered Nurse with solid knowledge in the setting of Home Health, Hospice, Oncology, Infusion Therapy and Urology. I have been a dedicated nurse for 13 years working in multiple clinical and leadership roles.

Education

ASSOCIATE DEGREE NURSING | 5/2013 | WHITE MOUNTAINS COMMUNITY COLLEGE
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



AW

AYSA WALLING



PROFESSIONAL SUMMARY

Service-oriented innkeeper with over 10 year background in service and hospitality. Core competencies include guest services, staff advocacy and organization as well as excellent communication and time management skills. Handles tasks with accuracy and efficiency.

Skilled team player with strong background in medical office environments. Works well independently to handle assignments and always ready to go beyond basic assignments. Quick learner with good computer abilities.

SKILLS

- Customer and Personal Service
- Administration and Management
- Social Perceptiveness
- Personnel and Human Resources
- Update accounts
- Multitasking
- Organization
- Research
- Service Orientation
- Judgment and Decision Making
- Active Learning
- Coordinate payment plans
- Process payments
- Task prioritization
- Collaboration
- Verbal communication

EXPERIENCE

Long Term Care Coordinator, NCHHHA Dec 2021 - Current, Littleton, NH

- Assists with the daily coordination of the Long Term Care program
- Provides oversight for scheduling of visits and monitors usage of hours
- Assists with billing and calculation of hours
- Works as a liaison between NCHHHA and any contracted agencies to manage shared staff
- Provides oversight to Homemakers and checks in with them regularly
- Performs insurance authorizations for all business units
- Answers phone calls in a professional manner
- Assists with AD Rs and document requests
- Assists in the building of charts in the EMR

Patient Account Specialist, Weeks Medical Center, Dec 2019 - Current, Lancaster, NH

- Maintained current administrative records with personal and financial data for each account.
- Helped to achieve long-term financial goals by negotiating credit extensions between clients and businesses.
- Monitored overdue accounts to track new payments and document continued issues.
- Collected payments, updated accounts and notified customers of additional responsibilities.
- Utilized downtime to perform routine tasks, preventing service delays.
- Followed established guidelines and procedures.

Assistant front office manager, Omni Mount Washington Resort, Aug 2019 - Current, Carroll, NH

- Use computers for various applications, such as database management or word processing.
- Answer telephones and give information to callers, take messages, or transfer calls to appropriate individuals.
- Perform payroll functions, such as maintaining timekeeping information and processing and submitting payroll.
- Create, maintain, and enter information into databases.
- Operate office equipment, such as fax machines, copiers, or phone systems and arrange for repairs when equipment malfunctions.
- Greet visitors or callers and handle their inquiries or direct them to the appropriate persons according to their needs.
- Make copies of correspondence or other printed material.
- Complete forms in accordance with company procedures.
- Operate electronic mail systems and coordinate the flow of information, internally or with other organizations.
- Provide services to customers, such as order placement or account information.
- Conduct searches to find needed information, using such sources as the Internet.
- Establish work procedures or schedules and keep track of the daily work of clerical staff.
- Order and dispense supplies.
- Learn to operate new office technologies as they are developed and implemented.
- Train and assist staff with computer usage.

Innkeeper/front desk, Swift House Inn, Sep 2009 - Current, Middlebury, VT

Use computers for various applications, such as database management or word processing.

- Answer telephones and give information to callers, take messages, or transfer calls to appropriate individuals.
- Collect and deposit money into accounts, disburse funds from cash accounts to pay bills or invoices, keep records of collections and disbursements, and ensure accounts are balanced.
- Create, maintain, and enter information into databases.
- Set up and manage paper or electronic filing systems, recording information, updating paperwork, or maintaining documents, such as attendance records, correspondence, or other material.
- Operate office equipment, such as fax machines, copiers, or phone systems and arrange for repairs when equipment malfunctions.
- Greet visitors or callers and handle their inquiries or direct them to the appropriate persons according to their needs.
- Complete forms in accordance with company procedures.
- Maintain scheduling and event calendars.
- Schedule and confirm appointments for clients, customers, or supervisors.
- Coordinate conferences, meetings, or special events, such as luncheons or graduation ceremonies.

- Operate electronic mail systems and coordinate the flow of information, internally or with other organizations.
- Locate and attach appropriate files to incoming correspondence requiring replies.
- Arrange conference, meeting, or travel reservations for office personnel.
- Provide services to customers, such as order placement or account information.
- Conduct searches to find needed information, using such sources as the Internet.
- Review work done by others to check for correct spelling and grammar, ensure that company format policies are followed, and recommend revisions.
- Establish work procedures or schedules and keep track of the daily work of clerical staff.
- Develop or maintain internal or external company Web sites.
- Prepare and mail checks.
- Mail newsletters, promotional material, or other information.
- Order and dispense supplies.
- Learn to operate new office technologies as they are developed and implemented.
- Supervise other clerical staff and provide training and orientation to new staff.
- Train and assist staff with computer usage.

Pharmacy technician , Fred Meyer Pharmacy, Nov 2018 - Aug 2019, Anchorage, AK

- Maintain controlled drug inventory and related log books.
- Receive written prescription or refill requests and verify that information is complete and accurate.
- Establish or maintain patient profiles, including lists of medications taken by individual patients.
- Maintain proper storage and security conditions for drugs.
- Prepack bulk medicines, fill bottles with prescribed medications, and type and affix labels.
- Answer telephones, responding to questions or requests.
- Mix pharmaceutical preparations, according to written prescriptions.
- Clean and help maintain equipment or work areas and sterilize glassware, according to prescribed methods.
- Prepare and process medical insurance claim forms and records.
- Assist customers by answering simple questions, locating items, or referring them to the pharmacist for medication information.
- Receive and store incoming supplies, verify quantities against invoices, check for outdated medications in current inventory, and inform supervisors of stock needs and shortages.
- Operate cash registers to accept payment from customers.
- Price stock and mark items for sale.
- Maintain and merchandise home healthcare products or services.

Server, Holland America Group, May 2018 - May 2018, Seattle, WA

I worked on the Alaska Train for the summer of '18 as a food and beverage server.

Responsibilities included but not limited to

- Monitor food distribution, ensuring that meals are delivered to the correct recipients and that guidelines, such as those for special diets, are followed.

- Clean or sterilize dishes, kitchen utensils, equipment, or facilities.
- Examine trays to ensure that they contain required items.
- Take food orders and relay orders to kitchens or serving counters so they can be filled.
- Stock service stations with items such as ice, napkins, or straws.
- Remove trays and stack dishes for return to kitchen after meals are finished.
- Prepare food items, such as sandwiches, salads, soups, or beverages.
- Monitor food preparation or serving techniques to ensure that proper procedures are followed.
- Determine where patients or patrons would like to eat their meals and help them get situated.
- Total checks, present them to customers, and accept payment for services.

Server, The Balsams, Nov 2008 - Mar 2009, Colebrook, NH

- Monitor food distribution, ensuring that meals are delivered to the correct recipients and that guidelines, such as those for special diets, are followed.
- Clean or sterilize dishes, kitchen utensils, equipment, or facilities.
- Examine trays to ensure that they contain required items.
- Take food orders and relay orders to kitchens or serving counters so they can be filled.
- Stock service stations with items such as ice, napkins, or straws.
- Remove trays and stack dishes for return to kitchen after meals are finished.
- Monitor food preparation or serving techniques to ensure that proper procedures are followed.
- Record amounts and types of special food items served to customers.
- Carry food, silverware, or linen on trays or use carts to carry trays.
- Determine where patients or patrons would like to eat their meals and help them get situated.
- Total checks, present them to customers, and accept payment for services.

EDUCATION

High School Diploma
Stratford Public School - Stratford, NH

Jun 2006

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: North Country Home Health and Hospice Agency, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Tiffany Haynes	President and CEO	\$0.00	\$180,000.00
Jessica Foster-Hebert	Director of Clinical Services	\$20,202.00	\$134,680.00
Aysa Walling	Long Term Care Supervisor	\$24,017.76	\$53,372.80
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

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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

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 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
		Total:	\$12,091,794.44	\$240,937.30	\$12,332,731.74	

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		\$ 12,091,784.44	\$ 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 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.

DS
TH

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 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.

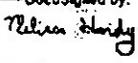
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023 upon Governor and Council approval.

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

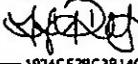
Date

DocuSigned by:

1232A34010DF40E
Name: Melissa Hardy
Title: Director, DLTSS

North Country Home Health & Hospice Agency, Inc.

6/9/2023

Date

DocuSigned by:

1934CF78C3B14CF...
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:
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:

Exhibit C, Table 1, Amendment #1

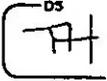
Adult In-Home Care - North Country HHH

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		\$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	\$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

	Overall Total	13,276		\$163,272.00
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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
Total Direct Costs	\$7,000
Total Indirect Costs	
TOTAL	\$7,000

Contractor Initials

TH

Date 6/9/2023

ARC

OCT05'22 PM 3:16 RCVD

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

Lori A. Sibillette
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
		Total:	\$744,552

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

See attached fiscal details.

EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted,


Lori A. Shibinette
Commissioner

05-05-48-481010-7872 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

Late 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

05-05-48-481010-9255 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

Late 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

**05-65-48-481010-2638 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
Technical						
Experience Q1	30	25	26	26	25	30
Capacity Q2	25	20	24	24	18	23
Ability Q3	35	30	32	32	21	35
Staffing Q4	10	10	10	10	8	9
TOTAL POINTS	100	85	92	92	72	97

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

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

Subject: Home Health Services (RFA-2023-BEAS-10-HOMEH-05)

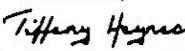
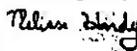
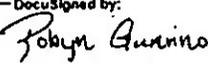
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

<p>1.1 State Agency Name New Hampshire Department of Health and Human Services</p>		<p>1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857</p>	
<p>1.3 Contractor Name North Country Home Health & Hospice Agency, Inc.</p>		<p>1.4 Contractor Address 536 Cottage Street Littleton, NH, 03561</p>	
<p>1.5 Contractor Phone Number <u>(603) 444-5317</u></p>	<p>1.6 Account Number 010-048-7872-540: 010-048-9255-543: 010-048-2638-540</p>	<p>1.7 Completion Date 6/30/2024</p>	<p>1.8 Price Limitation \$164,976</p>
<p>1.9 Contracting Officer for State Agency Robert W. Moore, Director</p>		<p>1.10 State Agency Telephone Number (603) 271-9631</p>	
<p>1.11 Contractor Signature DocuSigned by:  Date: 9/15/2022</p>	<p>1.12 Name and Title of Contractor Signatory Tiffany Haynes President and CEO</p>		
<p>1.13 State Agency Signature DocuSigned by:  Date: 9/16/2022</p>	<p>1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS</p>		
<p>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____</p>			
<p>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 9/16/2022</p>			
<p>1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____</p>			

Contractor Initials 
Date 9/15/2022

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.

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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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Date 9/15/2022

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

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide Home Health Services in this Agreement to individuals who are not already receiving the same or similar services funded through other programs. Other programs may include, but are not limited to:
 - 1.1.1. New Hampshire's Medicaid State Plan.
 - 1.1.2. Any of the Home and Community Based Care Waivers administered by the Department.
 - 1.1.3. The Medicare Program.
 - 1.1.4. Services provided through the Veterans Administration.
- 1.2. The Contractor shall provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the term of the Agreement, which include, but are not limited to:
 - 1.2.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
 - 1.2.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title III B- 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 819

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.

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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EXHIBIT B

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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. 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	\$18.00	\$ 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	\$18.00	\$ 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 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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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 if any of the following conditions exist:

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

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

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

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

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

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

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

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
Total Direct Costs	\$8,000
Total Indirect Costs	\$0
TOTAL	\$8,000

Contractor Initials

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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



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:

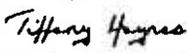
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

Vendor Initials 
 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 (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: North Country Home Health and Hospice

9/15/2022

Date

DocuSigned by:
Tiffany Haynes
Name: Tiffany Haynes
Title: President and CEO

Contractor Initials 
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

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: North Country Home Health and Hospice

9/15/2022

Date

DocuSigned by:

Tiffany Haynes

Name: Tiffany Haynes

Title: President and CEO

Exhibit G

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

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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: North Country Home Health and Hospice

9/15/2022

Date

DocuSigned by:

Tiffany Haynes

Name: Tiffany Haynes

Title: President and CEO



New Hampshire Department of Health and Human Services

Exhibit 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

- 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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Date 9/15/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



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

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



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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

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, DLTSS

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.

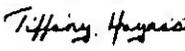
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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



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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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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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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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/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

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 #2**

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), as amended on June 28, 2023 (Item #62), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$263,188.00
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 61.96% Federal funds:
 - 1.1.1. 5.47% 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, ALN 93.044, FAINs 2201NHOASS and 2301NHOASS;
 - 1.1.2. 46.29% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, ALN 93.667, FAIN 2101NHSOSR;
 - 1.1.3. 9.69% Older Americans Act, Title IIIB-ARP, as awarded on May 3, 2021, by the Administration for Community Living, Title IIIB-ARP, Supporting Services, ALN 93.044, FAIN 2101NHSSC; and
 - 1.1.4. .51% Enhanced FMAP-ARP, as awarded by Centers for Medicare and Medicaid Services.
 - 1.2. 38.04% General funds.
4. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Unit-Based Reimbursement
 - 3.1. Reimbursement shall be made for Belknap County at a per unit rate in accordance with Exhibit C-4, Amendment #2, Rate Sheet.
 - 3.2. Reimbursement shall be made for Merrimack County at a per unit rate in accordance with Exhibit C-5, Amendment #2, Rate Sheet.
 4. Add Exhibit C-4, Amendment #2, Rate Sheet, which is attached hereto and incorporated by reference herein.
 5. Add Exhibit C-5, Amendment #2, Rate Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, 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

4/26/2024

Date

DocuSigned by:
Melissa Hardy
1333A24040DF485

Name: Melissa Hardy
Title: Director, DLSS

The Visiting Nurse Association of Franklin

4/25/2024

Date

DocuSigned by:
Krystin Albert
BB47ACEC69E41E

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

4/29/2024

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:

Exhibit C-4, Amendment #2, Rate Sheet

Adult In-Home Care - VNA Franklin (Belknap County)

7/1/2022 through 06/30/2023 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	1,500	\$12.00	\$18,000.00
Title IIIB In Home Services	1/2 Hour	300	\$12.00	\$3,600.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$0.00
	Subtotal	1,800		\$21,600.00

7/1/2023 through 06/30/2024 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	1,500	\$12.00	\$18,000.00
Title IIIB In Home Services	1/2 Hour	300	\$12.00	\$3,600.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$0.00
HCBS ARP In Home Services	1/2 Hour	0	\$12.00	\$0.00
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	1,800		\$21,600.00

7/01/2024 through 06/30/2025 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	1,125	\$16.00	\$18,000.00
Title IIIB In Home Services	1/2 Hour	225	\$16.00	\$3,600.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.58	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	1,350		\$21,600.00

7/01/2025 through 06/30/2026 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	1,125	\$16.00	\$18,000.00
Title IIIB In Home Services	1/2 Hour	225	\$16.00	\$3,600.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.58	\$0.00
Title IIIB Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	1,350		\$21,600.00
	Overall Total	6,300		\$86,400.00

Contractor Initials: DS
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Date: 4/25/2024

Exhibit C-5, Amendment #2, Rate Sheet

Adult In-Home Care - VNA Franklin (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	\$0.00
Title III B Nursing	1/2 Hour	0	\$25.73	\$0.00
	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

7/01/2024 through 06/30/2025 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	2,048	\$16.00	\$32,768.00
Title III B In Home Services	1/2 Hour	225	\$16.00	\$3,600.00
Title III B Home Health Aide	1/2 Hour	0	\$16.58	\$0.00
Title III B Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	2,273		\$36,368.00

7/01/2025 through 06/30/2026 Service Units

In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	2,048	\$16.00	\$32,768.00
Title III B In Home Services	1/2 Hour	225	\$16.00	\$3,600.00
Title III B Home Health Aide	1/2 Hour	0	\$16.58	\$0.00
Title III B Nursing	1/2 Hour	0	\$64.50	\$0.00
	Subtotal	2,273		\$36,368.00
	Overall Total	10,717		\$146,788.00

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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: 0006671669



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 April A.D. 2024.

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: 4/25/2024



Signature of Elected Officer
Name: Kathleen Kidder
Title: Chair of Board of Directors

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/14/2023

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).

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Nicole Rhuda	
	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
E-MAIL ADDRESS: nicole.rhuda@usi.com		
INSURED VNA of Franklin 75 Chestnut Street Franklin, NH 03235	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Technology Insurance Company, Inc.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 42376

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC4284747	07/01/2023	07/01/2024	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Attention Amy Marchildon
 Amy.E.Marchildon@dhhs.nh.gov

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	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 

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 Dawn 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>
ASSETS		
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>
LIABILITIES AND NET ASSETS		
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>

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	(411,424)	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>

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:

Fair Value Measurement at December 31, 2022

	<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

NAME	E-MAIL	EXPERTISE	TERM
<u>CHAIR</u> Kathleen Kidder	[REDACTED]	Nurse Practitioner Retired	Oct.2018-Oct. 2021 Oct.2021-Oct. 2024
<u>VICE CHAIR</u> Virginia Blackmer	[REDACTED]	Nurse Practitioner Retired	Oct 2020-Oct 2023 Oct 2024-Oct 2027
<u>TREASURER</u> Deborah Tessier	[REDACTED]	Commercial Banker	Aug.2019-Apr2022 Apr 2022-Apr 2025
<u>SECRETARY</u> Cheri Caruso	[REDACTED]	Bank of NH (IT)	Apr 2015-Apr2018 Apr 2018-Apr 2019 Apr 2019-Apr 2022 Apr 2022-Apr 2025
Christopher Seufert, Esq.	[REDACTED]	Attorney	Jan.2019 – Jan.2022 Jan 2022-Jan 2025
Michael J. Foss	[REDACTED]	Franklin Fire Chief	Apr 2019-Apr2022 Apr 2022-Apr 2025
Barbara Normandin	[REDACTED]	Former FVNA Executive Director	Apr 2023-Apr 2026
Dan Darling	[REDACTED]	Executive Director- Management	Apr 2023-Apr 2026
Pam Hannan	[REDACTED]	Finance, Investments	July 2023-July 2026

Revised 7/13/2023

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



NEW HAMPSHIRE Online Licensing

nh.gov
Licensing Home

Person Information

Name: KRYSTIN LYNNE ALBERT
NH Multi-state license

License Information

License No: 041188-21
Profession: Nursing
License Type: Registered Nurse
License Status: Active
Issue Date: 7/18/1995
Expiration Date: 2/4/2025

Discipline Information

No Discipline Information

Remarks

Board Action

No Related Documents

Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.



JILLIAN AUCOIN

PROFESSIONAL SUMMARY

Highly motivated individual with over eleven years of experience in health care, with seven of those being in administration in homecare. Team player who pays close attention to detail, computer literate, and has strong organizational skills. Able to work at a fast pace, and able to multi-task. Excellent work ethic with written and verbal communication skills. Energetic, professional personality, and has previous experience and enjoys working with the public. Ability to professionally work with a wide spectrum of team members.

EXPERIENCE

DECEMBER 2014 – PRESENT

**CLINICAL ADMINISTRATIVE ASSISTANT- LEAD INTAKE COORDINATOR,
FRANKLIN VISITING NURSES ASSOCIATION AND HOSPICE**

Client and clinician scheduling
Auditing and electronically faxing patient orders
Patient Insurance Authorizations
Tracking, ordering, and distributing medical supplies
Back-up to answering phones
Maintaining and sending medical record requests and files (both paper & electronic)
Lead client intake for homecare and hospice eligibility, overseeing other intake coworkers
Communication with doctor's offices and facilities, facilitating patient discharges and intakes
Running, filing, reviewing reports
Maintained medical equipment for clinicians
Homecare and hospice coding

DECEMBER 2010 – NOVEMBER 2014

**HEALTH UNIT COORDINATOR/ LICENCED NURSING ASSISTANT,
LAKES REGION GENERAL HOSPITAL**

Obtained information about clients' medical history, drug history, complaints and allergies.
Assisted with ADL's such as bathing, oral hygiene, grooming, dressing, feeding and elimination.
Accurately charted all patient services in records.
Organized charts regularly in accordance with hospital's policy and procedures.
Prepared folders and maintained records of newly admitted patients.
Provided efficient customer service to clients.
Managed incoming and outgoing calls for the unit.
Health care billing.
Transcribing doctor's orders and entering into the electronic medical records.
Clerical work; copying and organizing
Monitored and recorded vital signs.
Maintained accurate records of patient care, condition, progress, and concerns.
Responded appropriately to the physical, emotional, and developmental needs of patients.

JUNE 2006-DECEMBER 2010

SALES ASSOCIATE/KEY HOLDER, GAP INC, JONES NEW YORK, YANKEE CANDLE

Retail/ Customer Service

Utilized customer service skills to maintain customer satisfaction

Communication with Customers Required ability to multi-task efficiently

Handling of cash, credit cards, and receipts

Stocking merchandise

Inventory

Attentiveness to customer needs

Store appearance

Organization skills

EDUCATION

MARCH, 2021

B.S. BUSINESS ADMINISTRATION, SOUTHTERN NEW HAMPSIRE 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

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 - Weere, 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

Lea

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



NEW HAMPSHIRE Online Licensing

nh.gov
Licensing Home

Person Information

Name: HEATHER M FORTIN

License Information

License No: 061123-24
Profession: Nursing Assistants
License Type: Licensed Nursing Assistant
License Status: Active
Issue Date: 9/24/2018
Expiration Date: 2/23/2026
Temporary Issue Date:
Temporary Expiration Date:

Discipline Information

No Discipline Information

Remarks

Board Action

No Related Documents

Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.



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



NEW HAMPSHIRE Online Licensing

nh.gov
Licensing Home

Person Information

Name: Jessye Gould

License Information

License No: 066796-24
Profession: Nursing Assistants
License Type: Licensed Nursing Assistant
License Status: Active
Issue Date: 2/8/2022
Expiration Date: 10/31/2025
Temporary Issue Date:
Temporary Expiration Date:

Discipline Information

No Discipline Information

Remarks

Board Action

No Related Documents

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Kayla Nowell

Work Experience

LNA

Team Select Home Care - Salem, NH
June 2023 to Present

Care for patient. Provide feedings, ADLs. Clean house, do laundry and make food. Bathe patient.

Phlebotomist

Dartmouth-Hitchcock Medical Center - Concord, NH
January 2021 to October 2021

Venipuncture and capillary blood draws. Centrifuge specimen. Customer service.

Education

Some College

Lna health careers - Manchester, NH

Skills

- Team Member
- Shift Supervisor (3 years)
- Food Service
- Crew Member
- Shift Lead (3 years)
- Customer Service (8 years)
- Fast Food
- Microsoft Office (1 year)
- Bartending
- Serving Experience
- Host/Hostess
- Food Safety
- Restaurant Experience
- Food Preparation
- Catering
- Food Production

- Laboratory experience

Certifications and Licenses

Driver's License

Licensed Nursing Assistant

June 2009 to June 2024

Certified Phlebotomy Technician

December 2023 to Present

Venipuncture and capillary blood draws. Centrifuge specimens

Assessments

Customer focus & orientation — Proficient

May 2021

Responding to customer situations with sensitivity

Full results: Proficient

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.



NEW HAMPSHIRE Online Licensing

nh.gov
Licensing Home

Person Information

Name: KAYLA M NOWELL

License Information

License No: 042210-24
Profession: Nursing Assistants
License Type: Licensed Nursing Assistant
License Status: Active
Issue Date: 9/29/2009
Expiration Date: 6/30/2025
Temporary Issue Date:
Temporary Expiration Date:

Discipline Information

No Discipline Information

Remarks

Board Action

No Related Documents

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Sarah Olisky

Employer

Work Experience

Traveling CNA/LNA

Lakes Region VNA - Meredith, NH
August 2019 to Present

Travel to patients homes to assist them with ADLs and light housekeeping.

LNA

ST FRANCIS NURSING HOME - Laconia, NH
May 2019 to August 2019

Nursing aide for residents.

Baker

Circle K - Meredith, NH
August 2018 to March 2019

Baking goods, customer service.

Pharmacy Technician

Walmart - North Conway, NH
January 2018 to August 2018

Pharmacy technician. Filled prescriptions and customer service.

Housekeeper

North Conway Grand Hotel - North Conway, NH
October 2017 to January 2018

Cleaning, customer service.

Cleaner/Housekeeper

GNC cleaning - Tilton, NH
June 2017 to September 2017

Cleaning, customer service.

Administrative Assistant

Somerworth Hyundai - Somersworth, NH
March 2017 to May 2017

Computer skills, filing, cashiering, customer service skills, answering phones, title clerk, bank contracts, etc.

Paint Associate

Home Depot - Rochester, NH
September 2016 to March 2017

Mixing paint, stocking shelves, ordering and customer service.

Kitchen Manager

Circle K - Ossipee, NH
January 2016 to July 2016

Manage kitchen staff, inventory, product ordering, customer service, prep of food, and preparing foods.

Landscaper/Laborer

Fowler landscaping - Farmington, NH
August 2015 to December 2015

Yard cleanups, planting and maintenance.

Receptionist

Laconia Clinic - Laconia, NH
February 2014 to July 2015

Checking in Patients, Receiving Copayments, Checking Insurances, Filing medical records and making calls to patients about upcoming appointments.

Residential house cleaner

L&R Cleaning - Laconia, NH
August 2013 to February 2014

Professional house cleaning.

Food service /Cashier

Circle K - Laconia, NH
December 2002 to August 2013

Customer service, Food prep, Placing food orders, Monthly inventory and cashiering.

Cashier/Customer Service

Gilford Home Center - Gilford, NH
June 2000 to October 2002

Customer service, Placing lumber deliveries, placing special orders for contractors and stocking shelves.

HR Manager / Dept. Manager

Kmart - Gilford, NH
June 1993 to June 2000

Customer service, Manager of staff, Closing manager of store, payroll, hiring, budgeting, schedules and open door policy.

Education

Nursing Assistant

LNA Careers - Laconia, NH
January 2019 to March 2019

High school or equivalent

Laconia high school - Laconia, NH
September 1991 to June 1995

Skills

- Typing, Managing (10+ years)
- Pharmacy
- Inventory
- Customer Service
- Patient care
- Care plans
- Nursing

Certifications and Licenses

Licensed Nurse Assistant

Certified Pharmacy Technician (CPhT)

Licensed Nursing Assistant

Driver's License



NEW HAMPSHIRE Online Licensing

nh.gov
Licensing Home

Person Information

Name: SARAH MARIE OLISKY

License Information

License No: 061981-24
Profession: Nursing Assistants
License Type: Licensed Nursing Assistant
License Status: Active
Issue Date: 4/5/2019
Expiration Date: 4/9/2026
Temporary Issue Date:
Temporary Expiration Date:

Discipline Information

No Discipline Information

Remarks

Board Action

No Related Documents

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Dessiree Mullins

...one of our team members of an organization that provides quality care and services to their customers.

Work Experience

Licensed Nursing Assistant (LNA)

Taylor Community - Laconia, NH
August 2023 to Present

Dietary Aide

Glendale Dining Services - Laconia, NH
November 2021 to Present

I work at different nursing home for them

team member in the Deli

Hannaford
August 2018 to Present

As a team member my responsibilities were to make sure that the product was rotated regularly, to cut the deli meat and cheeses using deli slicers. To treat the customer with respect and being courteous and that he/she was satisfied with the product and the service that was given.

Hannaford's Dec 2014 - July 2015

As a team member I was responsible for using kept up on the freshness of products. I worked with Deli slicers, deep fryers, rotisseries, making all kinds of salads (Macaroni, Potato, Coleslaw, ETC.). I also worked on the cleanliness of the deli department.

Licensed Nursing Assistant (LNA)

Mountain Ridge Assisted Living - Franklin, NH
April 2023 to August 2023

Bathing residents

Daily activities

Feeding

Dressing

Answer call bell

Maintance

McDonald's - Nampa, ID
September 2017 to May 2018

I did everything!

Customer Service

McDonalds - Franklin, NH

August 2009 to December 2014

As a fully trained crewmembers I worked in all aspects of the store. I worked as a cashier, a line cook, maintenance, opener, closer, trainer, and prep.

Education

high school diploma

Franklin High School

August 2005 to June 2009

Skills

- Food Service
- Cooking
- Good with phone
- Customer service
- Sales
- Kitchen Experience
- Food Preparation
- Dietary Aide Experience
- Laundry
- Nursing home experience (1 year)
- Patient care
- Vital signs (1 year)
- Nursing
- Acute care

Certifications and Licenses

CNA

Additional Information

Skills

I know how to prep and clean deep fryers, meat slicers, and grills. I can check and maintain food temps and freshness of foods. Perform with 100% customer satisfaction. I work great as a team member but also can work by my self with minimal supervision.



NEW HAMPSHIRE Online Licensing

nh.gov
Licensing Home

Person Information

Name: Dessiree Mullins

License Information

License No: 069545-24
Profession: Nursing Assistants
License Type: Licensed Nursing Assistant
License Status: Active
Issue Date: 7/19/2023
Expiration Date: 7/31/2025
Temporary Issue Date:
Temporary Expiration Date:

Discipline Information

No Discipline Information

Remarks

Board Action

No Related Documents

Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.



Jessenia Cabrera

ployer

Work Experience

Salesperson

Belknap Subaru - Tilton, NH
September 2023 to Present

- Contact leads by phone and email.
- Schedule customers for in person appointments.
- Follow up with insurance companies to confirm coverage after vehicle sale.
- Data entry and maintaining documents.
- Processing transactions.
- Provide exceptional customer service.
- Product knowledge.
- Networking to grow my individual customer base.
- Increasing customer loyalty with rapport building.

Independent Contractor (Seasonal)

LMLC - Moultonborough, NH
May 2023 to September 2023

- Landscaping.
- Dirt road maintenance.
- Leaf blowing.
- Tree removal.
- Concrete work and hardscaping.
- Drywall installation and removal.
- Time management.
- Customer service.

Residential Assistant

Spaulding Academy & Family Services - Northfield, NH
January 2022 to May 2023

- Wrote detailed reports.
- Was a leader and role model for the campus children.
- Used de-escalation techniques.
- Used restraint techniques for children.
- Was responsible for care and safety of children at a live-in campus for behaviorally and medically challenged students.
- Administrative duties.

Certified Corrections Officer

Merrimack County Department of Corrections - Boscawen, NH
February 2019 to December 2021

- Supervised up to 40 inmates at a time to ensure a safe and secure environment.
- Taser and Oleoresin Capsicum spray certified.
- Handcuff, waist belt and leg shackle proficient.
- Wrote a variety of detailed and accurate reports; and maintained various logs.
- Used de-escalation and problem solving.
- Maintained focus in a stressful environment.
- Transported inmates inside and outside facilities.
- Performed Inmate pat down and visual searches.
- Searched Inmate cells and units.
- Conducted inmate head counts.
- Instructed inmates on how to perform a variety of jobs and responsibilities.

Licensed Armed Security Officer

Centerra - Magna, UT
April 2017 to January 2019

- Obtained secret clearance interim.
- Attended fire arm and tactic training every four months.
- Responded to emergencies such as vehicle accidents, violent persons, trespass, fires, suspicious packages, etc.
- Responsible for care and cleaning of fire arm and ballistic vest.
- Wrote detailed incident reports and kept accurate activity logs.
- Controlled access at security gates by patrolling the property.
- Used programs to investigate citizenship and if a criminal record existed for foreign nationals seeking access.
- Used several computer programs to verify employee information and activate facility access on badges.
- Answered calls to assist other officers with information and procedures.
- Issued security safety video and test to new employees.
- Verified buildings were secure.

Recreation Aid/Cashier

Army Depot - Tooele, UT
November 2015 to April 2017

- Opened, closed and operated business with no supervision.

Cashier

Jo-Ann - Tooele, UT
June 2015 to November 2015

- Processed transactions.
- Stocked products.

Transportation Security Officer

Transportation Security Administration - Newark, NJ
September 2012 to March 2014

- Performed pat-down searches on people and property.
- Executed effective decision making in crisis and routine situations.
- Controlled access and directed foot traffic.
- Responded to inquiries in a professional and courteous manner.
- Trained team members by monitoring and reporting on their progress.
- Used a wide variety of screening equipment to detect potential threats.

Education

Certificate in Medical Assisting

The healthcare training institute - Union, NJ
May 2009 to May 2010

Skills

- Word
- Organizational Skills
- Customer Service
- Security
- Law Enforcement
- Conflict Management
- Surveillance
- Computer skills
- Driving
- Communication skills
- Outdoor work (landscaping)
- Outdoor work (landscaping)

Certifications and Licenses

Driver's License

October 2023 to September 2028

Assessments

Supervisory skills: Motivating & assessing employees — Proficient

October 2020

Motivating others to achieve objectives and identifying improvements or corrective actions

Full results: Proficient

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

HOMEMAKER/TEAM ASSISTANT Candidate

Status: New Application

Information

Preferred First Name

Chad

First Name

kayla

Middle Name

joann

Do you give us permission to text you?

Yes

Has Applied Before?

No

Source

franklinvna.org

Referrer Domain

franklinvna.org

Available to Start

02/02/2024

Desired Salary

Hourly: \$10 - \$15

How did you hear about us?

Current Employee

Referred By

kayla nowel

Skills

..

Has Worked Here Before?

No

Work Authorization

Yes

Work History

Company Name Mad Motors Auto	Position service writer	Company Phone Number (603) 409-2175
Company Address 549 w main st., tilton, NH, 03276	Start & End Date August 2023 - October 2023	Currently Working Here ..

Responsibilities
answer questions from customers and service providers.

Reason for Leaving
..

Company Name mcdonalds	Position cashier	Company Phone Number (603) 456-2805
Company Address 4 nichols ln, warner, NH, 03278	Start & End Date January 2014 - March 2016	Currently Working Here No

Responsibilities
take customers orders, greet customers.

Reason for Leaving
severe car accident

Company Name concord monitor	Position dock person	Company Phone Number (603) 224-4287
Company Address 1 Monitor Dr, Concord, NH, 03301-1834	Start & End Date January 2023 - March 2023	Currently Working Here No

Responsibilities
counted out news papers and handed them out to drivers

Reason for Leaving
sexual harassment

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

GAC

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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 CommissionerMelissa A. Hardy
Director105 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 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	\$1,319,858	\$45,000	\$1,364,858	O: 6/29/22, item #47

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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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	\$278,624	\$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	\$13,298	\$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
		Total:	\$12,091,794.44	\$240,937.30	\$12,332,731.74	

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.

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

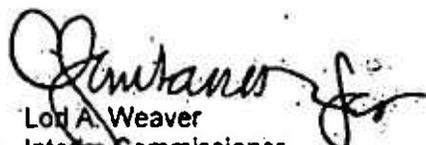
The Department will monitor services by reviewing quarterly reports submitted by the Contractors.

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% Gan)

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

05-95-93-930010-2608 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 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
749734844941460

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	\$85.73	\$ 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	\$85.73	\$ 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.

**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 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 if any of the following conditions exist:
 - 9.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 9.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 9.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's

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

EXHIBIT C Amendment #1

, fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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

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

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

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New Hampshire Department of Health and Human Services	
Contractor Name: <u>The Nursing Home Association of Franklin (Belknap County)</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 OHS
1. <u>Personnel</u>	17,000
2. <u>Travel</u>	10
3. <u>Consultants</u>	10
4. <u>Equipment - indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix N to 2 CFR 200</u>	10
5(a). <u>Supplies - Educational</u>	10
5(b). <u>Supplies - Lab</u>	10
5(c). <u>Supplies - Pharmacy</u>	10
5(d). <u>Supplies - Medical</u>	10
5(e). <u>Supplies - Other</u>	10
6. <u>Travel</u>	10
7. <u>Telephone</u>	10
8. (a) <u>Other - Material Communications</u>	10
8. (b) <u>Other - Publication and Printing</u>	10
8. (c) <u>Other - Other (specify below)</u>	10
Other (specify search)	10
Other (specify search)	10
9. <u>Retracking Contracts</u>	10
Total Direct Costs	17,000
Total Indirect Costs	
TOTAL	17,000

DS


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) <i>0.00%</i>	
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
Total Direct Costs	\$7,000
Total Indirect Costs	
TOTAL	\$7,000

Contractor Initials: DS
JH

Date: 6/6/2023

ARC

OCT05'22 PM 3:16 RCVD



Lori A. Stibbette
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.dhha.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
		Total:	\$744,552

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

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.

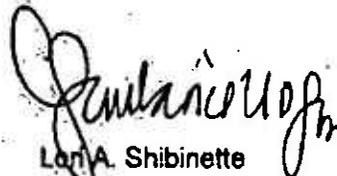
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, 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	\$ 50,760.00	\$ -	\$ 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

05-95-48-481010-2838 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)

Comarstone						
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	\$ 18,000.00	\$ -	\$ 18,000.00
2024	540-500382	SS Contracts	multiple	\$ -	\$ -	\$ -
Subtotal				\$ 18,000.00	\$ -	\$ 18,000.00

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 2838				\$ 40,000.00	\$ -	\$ 40,000.00
Total Contract				\$ 744,552.00	\$ -	\$ 744,552.00

Funding by Provider							
Grand Total by Vendor			8FY23	8FY23	8FY24	8FY24	
PO #	Vendors	Vendor #	Budget Amount	Increase/ (Decrease)	Budget Amount	Increase/ (Decrease)	Total Price Limitation
	Comarstone		\$142,312	\$0	\$134,312	\$0	\$278,624
	Franklin VNA		\$73,960	\$0	\$57,960	\$0	\$131,920
	Lake Sunapee		\$89,516	\$0	\$81,516	\$0	\$171,032
	Country Home Health		\$65,488	\$0	\$78,488	\$0	\$144,976
	Total		\$392,276	\$0	\$352,276	\$0	\$744,552

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

Project ID # **RFA-2023-BEAS-10-HOMEH**
 Project Title **Home Health Services**

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

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

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

Subject: Home Health Services (RFA-2023-BEAS-10-HOMEH-02)

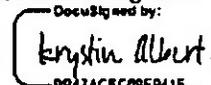
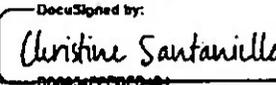
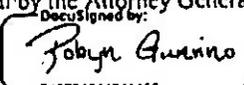
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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>  Date: 9/28/2022		1.12 Name and Title of Contractor Signatory Krystin Albert CEO	
1.13 State Agency Signature <small>DocuSigned by:</small>  Date: 9/29/2022		1.14 Name and Title of State Agency Signatory Christine Santaniello Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) <small>DocuSigned by:</small> By:  On: 9/29/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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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 herof.

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

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

EXHIBIT B

Scope of Services

1. Statement of Work

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

- 1.1.1. New Hampshire's Medicaid State Plan.
- 1.1.2. Any of the Home and Community Based Care Waivers administered by the Department.
- 1.1.3. The Medicare Program.
- 1.1.4. Services provided through the Veterans Administration.

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

- 1.2.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
- 1.2.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
- 1.2.3. Title XX of the United States, Social Services Block Grant (SSBG).
- 1.2.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

1.3. The Contractor shall ensure services are available in 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

**New Hampshire Department of Health and Human Services
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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- 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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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

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

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

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

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

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

1.8.13.2.4. Planning and organizing vaccination activities.

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

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

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

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

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

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

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

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EXHIBIT B

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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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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

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

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 3.3.3.1. Brochures.
3.3.3.2. Resource directories.
3.3.3.3. Protocols or guidelines.

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

3.3.3.4. Posters.

3.3.3.5. Reports.

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

4. Records

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

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

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

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

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

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New Hampshire Department of Health and Human Services
Home Health Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 51.01% Federal funds,
 - 1.1.1. 5.46% Older Americans Act Title III-B, as awarded on April 27, 2022, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS.
 - 1.1.2. 39.25% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR
 - 1.1.3. 10.30% Older Americans Act ARP Title III-B, as awarded on April 1, 2022, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2101NHSSC6
 - 1.2. 44.99% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Unit-Based Reimbursement
 - 3.1. Reimbursement shall be made for Belknap County at a per unit rate in accordance with Table 1, below, and Exhibit B, Scope of Services Section 1.6 through 1.8, not to exceed \$21,600 in State Fiscal Years 2023 and 2024.

New Hampshire Department of Health and Human Services
Home Health Services

EXHIBIT C

Table 1:

Home Health Services - Franklin VNA (Belknap County)				
7/1/2022 through 06/30/2023 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	1,500	\$12.00	\$ 18,000.00
Title IIIB In Home Services	1/2 Hour	300	\$12.00	\$ 3,600.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -
	Subtotal:	1,800	\$65.73	\$ 21,600.00
7/1/2023 through 06/30/2024 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	1,500	\$12.00	\$ 18,000.00
Title IIIB In Home Services	1/2 Hour	300	\$12.00	\$ 3,600.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -
	Subtotal:	1,800	\$65.73	\$ 21,600.00
	Overall Total:	3,600	\$131.46	\$ 43,200.00

3.2. Reimbursement shall be made for Merrimack County at a per unit rate in accordance with Table 2, below, and Exhibit B, Scope of Services Section 1.6 through 1.8, not to exceed \$36,360 in State Fiscal Years 2023 and 2024.

Table 2:

Home Health Services - Franklin VNA (Merrimack County)				
7/1/2022 through 06/30/2023 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	2,730	\$12.00	\$ 32,760.00
Title IIIB In Home Services	1/2 Hour	300	\$12.00	\$ 3,600.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -
	Subtotal:	3,030	\$65.73	\$ 36,360.00
7/1/2023 through 06/30/2024 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	2,730	\$12.00	\$ 32,760.00
Title IIIB In Home Services	1/2 Hour	300	\$12.00	\$ 3,600.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -
	Subtotal:	3,030	\$65.73	\$ 36,360.00
	Overall Total:	6,060	\$131.46	\$ 72,720.00

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

EXHIBIT C

1. Covid Funding Reimbursement

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

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

- 2.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
- 2.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
- 2.3. Identifies and requests payment for allowable costs incurred in the previous month.
- 2.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
- 2.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
- 2.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

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

3. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
4. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
5. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without

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

EXHIBIT C

obtaining approval of the Governor and Executive Council, if needed and justified.

6. Audits

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services Contractor Name: <u>Visiting Nurse Association of Franklin</u> Budget Request for: FRA-2023-BEAS-10-HOMEH Budget Period <u>SFY 2023</u> Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$16,000
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$16,000
Total Indirect Costs	\$0
TOTAL	\$16,000

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 activity the convicted employee was working, unless the Federal agency

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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

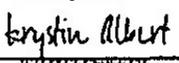
DocuSigned by:

 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 (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).

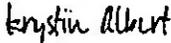
LOWER TIER COVERED TRANSACTIONS

- 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 Association of Franklin

9/28/2022

Date

DocuSigned by:

 Name: Krystin Albert
 Title: CEO

Contractor Initials

DS
kbl

9/28/2022
Date

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Visiting Nurse Association of Franklin

9/28/2022

Date

DocuSigned by:

Krystin Albert

Name: Krystin Albert

Title: CEO

Exhibit G

Contractor Initials

DS
KA

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Visiting Nurse Association of Franklin

9/28/2022

Date

DocuSigned by:

Krystin Albert

Name: Krystin Albert

Title: CEO

Contractor Initials

ka

Date 9/28/2022

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

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 8

Contractor Initials

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Date 9/28/2022

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

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

3/2014

Contractor Initials

Date 9/28/2022



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.

(6) 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

Resolved
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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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services
 The State by:
Christine Santaniello
 Signature of Authorized Representative
 Christine Santaniello
 Name of Authorized Representative
 Associate Commissioner
 Title of Authorized Representative
 9/29/2022
 Date

Visiting Nurse Association of Franklin
 Name of the Contractor
Krystin Albert
 Signature of Authorized Representative
 Krystin Albert
 Name of Authorized Representative
 CEO
 Title of Authorized Representative
 9/28/2022
 Date

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:

Kristin Albert

Name: Kristin Albert

Title: CEO

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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?

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: _____

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery localions.
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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whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY.

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

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

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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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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- 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