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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4535 1-800-852-3345 Ext. 4535
Fax: 603-271-4506 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

May 24, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Oral Health Program, to enter into agreements with vendors for an amount not to exceed \$770,694.00 to provide access to preventive and reparative dental treatment for individuals participating in the statewide school-based and/or community-based dental programs, to be effective July 1, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015.

Summary of contracted amounts by vendor:

44.7% Federal 55.3% General Fund

Vendor	SFY 2014/2015 Amount
Concord Hospital	\$47,000.00
Coos County Family Health Services, Inc.	\$194,000.00
Easter Seals New Hampshire	\$71,200.00
Families First of the Greater Seacoast	\$102,668.00
Goodwin Community Health	\$94,896.00
Greater Nashua Dental Connection, Inc.	\$71,200.00
Health First Family Care Center	\$47,896.00
Lamprey Health Care, Inc.	\$48,197.00
Manchester Health Department	\$47,896.00
Speare Memorial Hospital	\$45,741.00
TOTAL	\$770,694.00

Funds to support this request are anticipated to be available in the following account for SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

**05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY
SERVICES, ORAL HEALTH PROGRAM**

See attachment for financial details

EXPLANATION

This requested action seeks approval of ten of 15 agreements that represent \$770,694.00 of the \$1,039,982.00 total anticipated to be spent statewide to provide increased access oral health care services. These services include oral health education, prophylaxis (cleanings), dental sealants, and treatment needed to repair decayed teeth for low income and uninsured children and adults statewide. The Department anticipates that the remaining five agreements will be presented to Governor and Council on July 7, 2013.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. The causes of oral health problems are multifaceted: Individuals with less income, less education or who have disabilities are less likely to be able to access dental care and more likely to have dental problems. In difficult economic times, more people have less access to dental care. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. Among third grade students, without access to care and assessed in the 2009 statewide school-based survey forty-three percent (43%) had a history of tooth decay. Among older adults in six senior centers and congregate meal sites, thirty-one percent (31%) had untreated decay. In addition, increasing numbers of refugees have even greater difficulty accessing oral health care when the need for foreign language interpretation presents another barrier to dental treatment.

Second and third grade children eligible for school-based dental services will receive oral health education, prophylaxis (cleanings), dental sealants, and treatment needed to repair decayed teeth within the school environment. Children through age 19, and adults eligible for community-based dental services will receive oral health basic preventive, diagnostic, and restorative dental services at a community dental provider's office. Anticipated outcomes from this program will include fewer numbers of low-income, uninsured residents with untreated decay and more residents receiving preventive oral health care in New Hampshire.

Should Governor and Executive Council not authorize this Request, children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire may not receive oral health care services.

This contract is awarded as the result of a competitive bid process. On January 3, 2013 and again on February 18, 2013 the Division posted a Request for Proposals on the Department of Health and Human Services' web site for statewide School- and Community-Based oral health services. In addition, oral health stakeholders statewide were notified by e-mail of the Request for Proposals and a bidder's conference was held on January 16, 2013. An agency could apply to deliver community, school-based services, or both.

Her Excellency, Governor Margaret Wood Hassan

and the Honorable Council

May 24, 2013

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Sixteen agencies submitted 19 proposals. An evaluation committee of fourteen reviewers, internal and external to the Division of Public Health Services, evaluated the proposals. The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, as well as professionals who work external to the Division of Public Health Services who hold leadership positions in municipal, nonprofit public health, and health policy advocacy organizations.

Fifteen agencies were selected for funding. The selection was based on review criteria specified in the Request for Proposals. The criteria evaluated the agency's capacity to carry out a program that provides oral health screening services to children and other vulnerable populations; assurance of ongoing oral health services with dentists in the community; program structure and plan to successfully complete the work; a reasonable and justifiable budget; and the appropriate format requested by the proposal. The proposals were scored and selected by taking an average of all reviewers' scores. The Bid Summary is attached.

As referenced in the Request for Proposals, Renewals Section, these competitively procured Agreements have the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following measures will be used to evaluate the performance of the agreement for School-Based oral health services:

- Number of 2nd and 3rd grade students that return consent forms
- Number of 2nd and 3rd grade students that receive oral screenings
- Percent of all 2nd and 3rd grade students screened to access oral health needs
- Percent of all 2nd and 3rd grade students screened with at least one sealant on a permanent molar
- Percent of all 2nd and 3rd grade students screened with untreated decay that are referred for service
- Percent of all 2nd and 3rd grade students screened with a history of decay

The following measures will be used to evaluate the performance of the agreement for Community-Based oral health services:

- Number of pediatric clients that receive oral screenings
- Number of adult clients that receive oral screenings
- Percent of clients that receive prophylaxis (cleanings)
- Percent of clients that receive restorative treatment
- Percent of children that receive dental sealants
- Percent of broken dental appointments

Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Preventive Health and Human Services Block Grant and 55.3% General Funds.

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May 24, 2013
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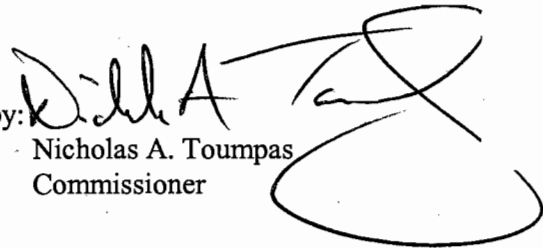
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET

**05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES,
ORAH HEALTH PROGRAM**

SFY 2014/2015 - 44.7% Federal Funds and 55.3% General Funds

Catholic Medical Center (Vendor #000000)

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	Community-Based	90072003	\$36,100.00	\$35,100.00	\$71,200.00

Concord Hospital (Vendor #177653-B011)

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	Community-Based	90072003	\$23,500.00	\$23,500.00	\$47,000.00

Coos County Family Health Services, Inc. (Vendor #155327-B001)

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	Community-Based	90072003	\$97,000.00	\$97,000.00	\$194,000.00

Dental Health Works (Vendor #00000-B001)

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs		90072003	\$28,472.00	\$25,624.00	\$54,096.00

Easter Seals New Hampshire (Vendor #177204-B005)

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	Community-Based	90072003	\$36,100.00	\$35,100.00	\$71,200.00

Families First of the Greater Seacoast (Vendor #166629-B001)

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	Community-Based	90072003	\$23,500.00	\$23,500.00	\$47,000.00
102-500731	Contracts for Program Svcs	School-Based	90072003	\$29,299.00	\$26,369.00	\$55,668.00
Subtotal				\$52,799.00	\$49,869.00	\$102,668.00

Goodwin Community Health (Vendor #154703-B001)

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	Community-Based	90072003	\$23,500.00	\$23,500.00	\$47,000.00
102-500731	Contracts for Program Svcs	School-Based	90072003	\$22,808.00	\$25,088.00	\$47,896.00
Subtotal				\$46,308.00	\$48,588.00	\$94,896.00

Greater Nashua Dental Connection, Inc. (Vendor #158470-B001)

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	Community-Based	90072003	\$36,100.00	\$35,100.00	\$71,200.00

Health First Family Care Center (Vendor #158221-B001)

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	School-Based	90072003	\$22,808.00	\$25,088.00	\$47,896.00

Lamprey Health Care, Inc. (Vendor #177677-R001)

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	School-Based	90072003	\$25,367.00	\$22,830.00	\$48,197.00

FINANCIAL DETAIL ATTACHMENT SHEET

**05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES,
ORAH HEALTH PROGRAM**

SFY 2014/2015 - 44.7% Federal Funds and 55.3% General Funds

Manchester Health Department (Vendor #177433-B009)

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	Community-Based	90072003	\$22,808.00	\$25,088.00	\$47,896.00

Monadnock Hospital (Vendor #000000-B001)

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	School-Based	90072003	\$22,808.00	\$25,088.00	\$47,896.00

Speare Memorial Hospital (Vendor #177178-B002)

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	School-Based	90072003	\$24,074.00	\$21,667.00	\$45,741.00

Sullivan County (Vendor #00000-B001)

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	School-Based	90072003	\$22,808.00	\$25,088.00	\$47,896.00

Tri-County CAP (Vendor #00000-B001)

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	School-Based	90072003	\$22,952.00	\$25,248.00	\$48,200.00
			TOTAL	\$520,004.00	\$519,978.00	\$1,039,982.00

Program Name Oral Health Program
 Contract Purpose Access to prevention and restorative dental treatment
 RFP Score Summary (Three RFPs: 1-CB=Community-Based 2-SB= School-Based 3-NC=North Country)

RFA/RFP CRITERIA	Max Pts	Catholic Medical Ctr-CB	Concord Hsp-CB	Coos Cnty Family Hlth Svcs-NC	Dental Hlth Works	Easter Seals NH CB	Families First of the Grtr Seacoast-CB	Families First of the Greater Seacoast-SB	Goodwin Community Hlth-CB	Goodwin Community Health-SB	GNDC-CB	Hlth First-SB	Lamprey Hth-SB
Agy Capacity	30	29	29	30	28	29	29	30	29	26	30	27	27
Program Structure	50	46	46	45	49	49	48	49	46	42	49	43	40
Budget & Justification	15	13	14	12	14	12	14	12	14	12	15	14	11
Format	5	4	4	4	5	5	5	5	5	5	5	4	4
Total	100	92	93	92	95	95	95	95	94	85	99	88	82

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 100,000.00	\$ 35,154.00	\$ 194,000.00	\$ 70,000.00	\$ 80,000.00	\$ 45,192.00	\$ 64,716.00
	\$ 36,100.00	\$ 23,500.00	\$ 97,000.00	\$ 28,472.00	\$ 36,100.00	\$ 23,500.00	\$ 29,299.00
	\$ 35,100.00	\$ 23,500.00	\$ 97,000.00	\$ 25,624.00	\$ 35,100.00	\$ 23,500.00	\$ 26,369.00
	\$ 71,200.00	\$ 47,000.00	\$ 194,000.00	\$ 54,096.00	\$ 71,200.00	\$ 47,000.00	\$ 55,668.00
	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 20,000.00	\$ 26,800.00	\$ 42,000.00	\$ 20,309.00
	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 20,000.00	\$ 26,800.00	\$ 42,000.00	\$ 20,309.00
	\$ 40,000.00	\$ 53,600.00	\$ 84,000.00	\$ 84,000.00	\$ 53,600.00	\$ 84,000.00	\$ 40,618.00
	\$ 23,500.00	\$ 22,808.00	\$ 23,500.00	\$ 36,100.00	\$ 22,808.00	\$ 36,100.00	\$ 22,808.00
	\$ 23,500.00	\$ 25,088.00	\$ 23,500.00	\$ 35,100.00	\$ 25,088.00	\$ 35,100.00	\$ 25,088.00
	\$ 47,000.00	\$ 47,896.00	\$ 47,000.00	\$ 71,200.00	\$ 47,896.00	\$ 71,200.00	\$ 47,896.00
	\$ 22,808.00	\$ 25,367.00	\$ 22,808.00	\$ 22,808.00	\$ 25,367.00	\$ 22,808.00	\$ 25,367.00
	\$ 25,088.00	\$ 22,830.00	\$ 25,088.00	\$ 25,088.00	\$ 22,830.00	\$ 25,088.00	\$ 22,830.00
	\$ 47,896.00	\$ 48,197.00	\$ 47,896.00	\$ 47,896.00	\$ 48,197.00	\$ 47,896.00	\$ 48,197.00

RFP Reviewers

Name	Job Title	Dept. Agency	Qualifications
Sarah Finne	Dentist Supervisor	Greater Derry Children's Dental Health Network	The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, as well as professionals who work external to the Division of Public Health Services and hold leadership positions in municipal, nonprofit public health, and health policy advocacy organizations. Each reviewer was selected for the specific skill set they possess and their experience delivering oral health services.
Fran McLaughlin	WIC Nutrition Consultant	Division of Public Health Services	The purpose of the review team is to compliment and build upon each of these perspectives for a well-balanced, objective review of the oral health proposals.
Shannon Mills	VP for Professional Relations	Northeast Delta Dental	
Patricia Tilley	Bureau Chief (Acting)	Division of Public Health Services	
Heather Brown	Network Representative	Northeast Delta Dental	
Tracey Tarr	Administrator	Bureau of Elderly & Adult Services	
Deb Nelson	Administrator	Head Start State Collation Office	
Stacey Plourde	Chair	NH Board of Dental Examiners	
Gail Brown	Policy Director	NH Oral Health Coalition	
Alisa Druzba	Administrator	Division of Public Health Services	
Connie George	Faculty	NHTI	
Bev McGuire	Former Clinical Quality Mgr	Assurance Manager DPHS	
Becky Bukowski	Administrator	Division of Public Health Services	
Jim Williamson	Executive Director	NH Dental Society	

Program Name Oral Health Program

Contract Purpose Access to prevention and restorative dental treatment

RFP Score Sumit (Three RFP's: 1-CB=Community-Based 2-SB= School-Based 3-NC=North Country)

REA/RFP CRITERIA	Max Pts	Manchester Hlth Dept	Monadnock Hsp-SB	Speare Mem Hsp-SB	Sullivan Cty-SB	Sullivan Cty-CB	SAU 40 Milford SB	Tri-County CAP-SB
Agy Capacity	30	29	29	29	25	20	25	28
Program Structure	50	48	46	47	43	40	37	46
Budget & Justification	15	14	13	13	10	10	13	11
Format	5	5	5	5	4	3	4	4
Total	100	95	92	94	82	72	79	89

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 85,263.00	\$ 18,077.00	\$ 18,077.00	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00
	\$ 88,085.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00
	\$ 173,348.00	\$ 36,154.00	\$ 64,000.00	\$ 80,000.00	\$ 80,000.00	\$ 100,000.00	\$ 42,000.00
	\$ 22,808.00	\$ 22,808.00	\$ 24,074.00	\$ 22,808.00	\$ -	\$ -	\$ -
	\$ 25,088.00	\$ 25,088.00	\$ 21,667.00	\$ 25,088.00	\$ -	\$ -	\$ -
	\$ 47,896.00	\$ 47,896.00	\$ 45,741.00	\$ 47,896.00	\$ -	\$ -	\$ -
							\$ 48,200.00


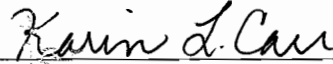

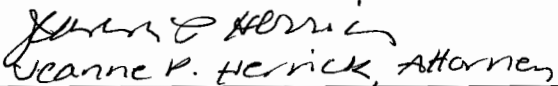
Subject: Community-based oral health services will be delivered to underserved individuals in the Concord Region

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Concord Hospital		1.4 Contractor Address 250 Pleasant Street Concord, NH 03301	
1.5 Contractor Phone Number (603) 227-7000 Ext. 4711	1.6 Account Number 05-95-90-902010-4527-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$47,000
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael B. Green President + CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>3/18/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		KARIN L. CARR Notary Public - New Hampshire My Commission Expires January 27, 2015	
1.13.2 Name and Title of Notary or Justice of the Peace Karin L. Carr			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: <u>28 Mar, 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

Initial msb
 Date 3/18/2013

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: WES
Date: 3/18/2013

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.


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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: 
Date: 3/19/2013

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

Community-Based Oral Health Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Concord Hospital

ADDRESS: 250 Pleasant Street, Concord, NH 03301

Family Health Center Director: Marie N. Wawrzyniak

TELEPHONE: (603) 227-7000 Ext. 4711

The Contractor shall provide community-based oral health services as specified below:

I. General Provisions

A. The contractor shall use one of the following models to provide the following services:

1. The "clinic model" that provides on-site comprehensive preventive and/or restorative treatment.
2. The "combination clinic voucher model" that provides preventive treatment at one site and provides care coordination to link clients with restorative treatment at another site.

Oral health care services for the targeted population(s) shall include risk assessment, oral screenings with appropriate referrals, oral health education, early diagnosis of oral diseases, preventive care focused on age appropriate dental sealants, links to restorative treatment and disease management. Resources shall be directed to providing evidence-based oral health interventions.

B. Eligibility and Income Determination

1. The Contractor shall provide oral health services to low-income, uninsured, and underinsured children and adults within the defined service area who don't have regular access to oral health care. Low-income children and families are defined as < 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year, in the State of New Hampshire.
2. If parental permission forms indicate that the child may be eligible for enrollment in Medicaid, the Contractor shall assist the family to complete the most recent version of the Medicaid enrollment form.

C. Relevant Policies and Guidelines

The community-based oral health program shall:

1. Require no fee for any Medicaid client.
2. Assist eligible families with Medicaid enrollment directly or through referral.
3. Become a Medicaid provider for qualified clients.

4. Provide a sliding fee scale for children from families without Medicaid, SCHIP or private dental insurance.
5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care.
6. Resources shall be directed to evidence-based interventions.
7. Explore and secure future funding sources.

D. Numbers Served

Oral screening services are to be provided to a minimum of 1,100 individuals throughout each year of the contract term

E. Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

F. State and Federal Laws

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.

3. The contractor shall comply with standards developed by the Occupational Safety and Health Administration (OSHA).

G. Publications Funded Under Contract

1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).

H. Subcontractors

If services required to comply with this Exhibit are provided by a subcontracted agency or provider, the DPHS Oral Health Program must be notified in writing, receive a copy of the subcontract or Memorandum of Agreement (MOA), and approve the subcontract (MOA) prior to its initiation. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

I. Minimal Scope of Core Services

A. Service Requirements

The community-based oral health program shall consist of the following components:

1. Clinical services shall be provided under the supervision of a dentist licensed to practice in New Hampshire.
2. Visual oral screenings or exams by a NH Licensed Dentist or a NH Registered Dental Hygienist with screening results available to clients or to parents of children screened.
3. Oral health educational presentations by health professionals to individuals at chair side or to groups in a classroom setting as part of a health care curriculum.
4. Topical fluoride application as part of a regular preventive routine or, when appropriate, through a school-based fluoride rinse program in schools wishing to participate.
5. A preventive dental sealant program for students through a school-based or school-linked program that assesses risk of dental disease and tooth eruption.
6. With the exception of orthodontic care, the program shall provide assistance in obtaining restorative care for students without an established dental provider.
7. Oral health data collection to support a knowledge base and dental data surveillance system for use in policy development, assessment, and capacity building at state and local levels.
8. Notice to families without access to dental services that a sliding fee scale is available and that no student will be denied school-based dental services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the Oral Health Program prior to initiating any research related to this contract.

B. Staffing Provisions

The Contractor shall be responsible for compliance with the New Hampshire Dental Practice Act. All dental health professionals shall have the appropriate New Hampshire license. The Contractor shall provide the DPHS Oral Health Program with a resume, a copy of the NH license if appropriate, and job description for any current professional staff in the program and notify the

State in writing of any staffing changes, along with a copy of the resume of any new staff hired within one month of date of hire.

Staffing Changes

1. **New Hires:** The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.
2. **Vacancies:** The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

C. Coordination of Services

1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.
2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

D. Meetings and Trainings

The Contractor will be responsible to send staff to meetings and trainings required by the Oral Health Program, including but not limited to the Annual Oral Health Forum and Calibration Clinic for School-Based Hygienists.

II. Quality or Performance Improvement (QI/PI)

A. Workplans

1. Performance Workplans are required bi-annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The workplans are a key component of the Oral Health Program performance-based contracting system and of this contract.
2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health Workplan Progress/Outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.
3. The Contractor shall submit a performance-based workplan with this application for funding and by July 15th of the second contract year.

4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by the Oral Health Program. The Oral Health Program will provide the Contractor with advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.

B. Data and Reporting Requirements

In addition to Performance Workplans, the Contractor shall submit to the Oral Health Program the following data used to monitor program performance:

1. Workplans and Workplan Outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
2. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff List forms must be completed according to the relevant instructions and submitted as requested by DPHS and, at minimum, by April 30 of each year.
3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
4. A copy of the Sliding Fee Scale shall be submitted by March 1st of each contract year. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.
5. An annual summary of feedback from school administrators, families and providers obtained during the prior contract year and of the method by which the results were obtained must be submitted with the bi-annual work plan.

C. On-Site Reviews

1. The Contractor shall allow a team or person authorized by the Oral Health Program to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.
3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency Performance Workplan.

D. Performance Measures

Community-Based Performance Measures

- A minimum of 100 pediatric clients (ages 0 <19 years) will receive oral screenings
- A minimum of 1,000 adult clients (19 years and older) will receive oral screenings
- Percent of clients receiving prophylaxis (cleanings)
- Percent of clients receiving restorative treatment
- Percent of children receiving dental sealants
- Percent of broken dental appointments

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NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

Community-Based Oral Health Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Concord Hospital

ADDRESS: 250 Pleasant Street, Concord, NH 03301

**Family Health Center Director: Marie N. Wawrzyniak
TELEPHONE: (603) 227-7000 Ext. 4711**

Vendor #177653-B011

Job #90072003

Appropriation #05-95-90-902010-4527-102-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$47,000 for oral health initiatives, funded from 44.7% Federal funds from the Centers for Disease Control (CDC) (CFDA #93.991) and 55.3% from General funds.

TOTAL: \$47,000

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

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

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The remainder of this page is intentionally left blank.

18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT:

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

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



3/18/2013

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

NH Department of Health and Human Services

Standard 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 to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-51-5160 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 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 certification 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**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) 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);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (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;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 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.

Concord Hospital **From: July 01, 2013 or date of G&C Approval, whichever is later To: June 30, 2015**
Contractor Name **Period Covered by this Certification**

Michael B Green President = CEO
Name and Title of Authorized Contractor Representative

M. B. Green 3/18/2013
Contractor Representative Signature **Date**

Initial MBG
 Date 3/18/2013

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Socail 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

Contract Period: July 1, 2013 or date of G&C Approval, whichever is later, through June 30, 2015

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Signature: [Handwritten Signature]
Contractor's Representative Title: President + CEO
Concord Hospital
Date: 3/18/2013

Initial [Handwritten Initials]
Date 3/18/2013

NH Department of Health and Human Services

Standard 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 transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

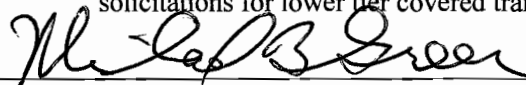
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
 - c. 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
 - d. 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.
2. 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

 <hr/> Contractor Signature	President + CEO <hr/> Contractor's Representative Title
Concord Hospital <hr/> Contractor Name	3/18/2013 <hr/> Date

Initial 
 Date 3/18/2013

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Michael B Green

Contractor Signature

President + CEO

Contractor's Representative Title

Concord Hospital

Contractor Name

3/18/2013

Date

Initial *MBG*
Date *3/18/2013*

NH Department of Health and Human Services

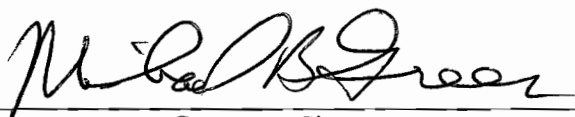
STANDARD EXHIBIT H

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 Signature


President + CEO

Contractor's Representative Title

Concord Hospital
Contractor Name

3/18/2013

Date

Initial 
Date 3/18/2013

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

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



3/18/2013

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

(2) Use and Disclosure of Protected Health Information.

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

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

(3) Obligations and Activities of Business Associate.

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



3/18/2013

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

DIVISION OF PUBLIC HEALTH SERVICES

Concord Hospital

The State Agency Name

Name of Contractor



Signature of Authorized Representative



Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

Name of Authorized Representative

Michael B. Green

Name of Authorized Representative

BUREAU CHIEF

Title of Authorized Representative

President + CEO

Title of Authorized Representative

3-30-2013

Date

3/18/2013

Date

NH Department of Health and Human Services

STANDARD 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 Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award 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:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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 Sub-award 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 Representative Signature)

 Michael B. Green, President + CEO
(Authorized Contractor Representative Name & Title)

Concord Hospital
(Contractor Name)

 3/18/2013
(Date)

Initial 
Date 3/18/2013

NH Department of Health and Human Services

STANDARD 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: 073977399

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, sub-grants, and/or cooperative agreements?

NO

YES

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

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

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

NO

YES

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

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

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

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Concord Hospital, Inc. is a New Hampshire nonprofit corporation formed January 29, 1985. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE

I, Mary Boucher, Secretary of Concord Hospital, Inc. do hereby certify:

- 1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- 3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.

- 4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
- 5) the following persons lawfully occupy the offices indicated below:

Michael B. Green, President
Bruce R. Burns, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 18 day of Mar, 2013.

(Corporate seal)

Mary Boucher
Secretary

State of New Hampshire County of Merrimack

On this the 18th day of March, 2013, before me, Karin Carr, the undersigned officer, personally appeared Mary Boucher, who acknowledged her/himself to be the Secretary of Concord Hospital Inc., a corporation, and that such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Mary Boucher.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(Seal)

Karin Carr
Notary Public/Justice of the Peace

KARIN L. CARR
Notary Public - New Hampshire
My Commission Expires **January 27, 2015**

My Commission expires: January 27, 2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2012

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

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

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@marsh.com 319078-CHS-gener-13-14	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. ATTN: PEGGY CALLIHAN - RISK MANAGEMENT 250 PLEASANT STREET CONCORD, NH 03301	INSURER A: Granite Shield Insurance Exchange	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER: NYC-005740287-12	REVISION NUMBER: 1
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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			GSIE-PRIM-2013-101	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			GSIE-PRIM-2013-101	01/01/2013	01/01/2014	SEE ABOVE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
EVIDENCE OF CURRENT LIABILITY INSURANCE COVERAGE FOR THE INSURED.
GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE-DATE 6/24/1985.

CERTIFICATE HOLDER NH DHHS DIVISION OF PUBLIC HEALTH SERVICES ATTN: DIRECTOR 29 HAZEN DRIVE 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 of Marsh USA Inc. William G. Cornish <i>William G. Cornish</i>

© 1988-2010 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/02/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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.

PRODUCER: William Gallagher Associates, 470 Atlantic Avenue, Boston, MA 02210
INSURED: Capital Region Healthcare Corporation, Concord Hospital, Inc., 250 Pleasant Street, Concord, NH 03301-2598
INSURER(S) AFFORDING COVERAGE: INSURER A: Midwest Employers Casualty Comp, NAIC #: 23612

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY.

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

CERTIFICATE HOLDER CANCELLATION

Certificate holder information: NH DHHS, Division of Public Health Services, ATTN: Director, 29 Hazen Drive, Concord, NH 03301. Cancellation notice text.

**Concord Hospital, Inc.
and Subsidiaries**

Audited Consolidated Financial Statements
and Additional Information

*Years Ended September 30, 2012 and 2011
With Independent Auditors' Report*

BAKER | NEWMAN | NOYES

Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

The Board of Trustees
Concord Hospital, Inc.

We have audited the accompanying consolidated balance sheets of Concord Hospital, Inc. and Subsidiaries (the System) as of September 30, 2012 and 2011, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended. These consolidated financial statements are the responsibility of the System's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Concord Hospital, Inc. and Subsidiaries as of September 30, 2012 and 2011, and the results of their operations, changes in their net assets and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Baker Newman & Noyes

Limited Liability Company

Manchester, New Hampshire
December 14, 2012

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

September 30, 2012 and 2011

ASSETS
(In thousands)

	<u>2012</u>	<u>2011</u>
Current assets:		
Cash and cash equivalents	\$ 32,720	\$ 8,449
Investments	14,382	20,368
Accounts receivable, less allowance for doubtful accounts of \$17,995 in 2012 and \$17,438 in 2011	41,614	43,144
Due from affiliates	240	352
Supplies	740	832
Prepaid expenses	<u>4,452</u>	<u>4,181</u>
Total current assets	94,148	77,326
Assets whose use is limited or restricted:		
Board designated	174,864	152,609
Funds held by trustee:		
Workers' compensation reserves and self-insurance escrow	7,966	17,695
Donor-restricted	<u>29,642</u>	<u>27,818</u>
Total assets whose use is limited or restricted	212,472	198,122
Other noncurrent assets:		
Due from affiliates, net of current portion	3,167	3,570
Bond issuance costs and other assets	<u>7,311</u>	<u>7,583</u>
Total other noncurrent assets	10,478	11,153
Property and equipment:		
Land and land improvements	5,383	5,242
Buildings	157,893	159,443
Equipment	192,633	190,991
Construction in progress	<u>14,000</u>	<u>4,500</u>
	369,909	360,176
Less accumulated depreciation	<u>(212,808)</u>	<u>(201,906)</u>
Net property and equipment	<u>157,101</u>	<u>158,270</u>
	<u>\$ 474,199</u>	<u>\$ 444,871</u>

LIABILITIES AND NET ASSETS

(In thousands)

	<u>2012</u>	<u>2011</u>
Current liabilities:		
Short-term notes payable	\$ 701	\$ 944
Accounts payable and accrued expenses	22,243	22,781
Accrued compensation and related expenses	22,222	20,449
Accrual for estimated third-party payor settlements	11,342	8,511
Current portion of long-term debt	<u>9,721</u>	<u>9,755</u>
Total current liabilities	66,229	62,440
Long-term debt, net of current portion	97,512	107,442
Accrued pension and other long-term liabilities	<u>79,993</u>	<u>68,761</u>
Total liabilities	243,734	238,643
Net assets:		
Unrestricted	200,823	178,411
Temporarily restricted	12,890	12,092
Permanently restricted	<u>16,752</u>	<u>15,725</u>
Total net assets	230,465	206,228
	<u>\$ 474,199</u>	<u>\$ 444,871</u>

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended September 30, 2012 and 2011
(In thousands)

	<u>2012</u>	<u>2011</u>
Unrestricted revenue and other support:		
Net patient service revenue, net of contractual allowances and discounts	\$420,578	\$400,203
Provision for doubtful accounts	<u>(27,565)</u>	<u>(24,173)</u>
Net patient service revenue less provision for doubtful accounts	393,013	376,030
Other revenue	24,774	20,401
Disproportionate share revenue	-	20,537
Net assets released from restrictions for operations	<u>1,973</u>	<u>953</u>
Total unrestricted revenue and other support	419,760	417,921
Expenses:		
Salaries and wages	173,024	167,048
Employee benefits	43,943	43,271
Supplies and other	71,989	72,384
Purchased services	59,057	56,961
Professional fees	11,993	12,393
Depreciation and amortization	24,595	22,777
Medicaid enhancement tax	16,175	21,542
Interest expense	<u>4,918</u>	<u>5,440</u>
Total expenses	<u>405,694</u>	<u>401,816</u>
Income from operations	14,066	16,105
Nonoperating income:		
Unrestricted gifts and bequests	3,984	196
Investment income and other	<u>2,079</u>	<u>10,938</u>
Total nonoperating income	<u>6,063</u>	<u>11,134</u>
Excess of revenues and gains over expenses	<u>\$ 20,129</u>	<u>\$ 27,239</u>

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended September 30, 2012 and 2011
(In thousands)

	<u>2012</u>	<u>2011</u>
Unrestricted net assets:		
Excess of revenues and gains over expenses	\$ 20,129	\$ 27,239
Net unrealized gains (losses) on investments	16,891	(19,797)
Net transfers from affiliates	258	316
Net assets released from restrictions used for purchases of property and equipment	503	148
Pension adjustment	<u>(15,369)</u>	<u>(16,396)</u>
Increase (decrease) in unrestricted net assets	22,412	(8,490)
Temporarily restricted net assets:		
Restricted contributions and pledges	1,346	1,137
Restricted investment income	336	1,459
Contributions to affiliates and other community organizations	(123)	(137)
Net unrealized gains (losses) on investments	1,715	(1,958)
Net assets released from restrictions for operations	(1,973)	(953)
Net assets released from restrictions used for purchases of property and equipment	<u>(503)</u>	<u>(148)</u>
Increase (decrease) in temporarily restricted net assets	798	(600)
Permanently restricted net assets:		
Restricted contributions and pledges	129	118
Unrealized gains (losses) on trusts administered by others	<u>898</u>	<u>(533)</u>
Increase (decrease) in permanently restricted net assets	<u>1,027</u>	<u>(415)</u>
Increase (decrease) in net assets	24,237	(9,505)
Net assets, beginning of year	<u>206,228</u>	<u>215,733</u>
Net assets, end of year	<u>\$230,465</u>	<u>\$206,228</u>

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended September 30, 2012 and 2011
(In thousands)

	<u>2012</u>	<u>2011</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ 24,237	\$ (9,505)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Restricted contributions and pledges	(1,475)	(1,255)
Depreciation and amortization	24,595	22,777
Net realized and unrealized (gains) losses on investments	(20,623)	11,435
Bond discount/premium amortization	(209)	36
Provision for doubtful accounts	27,565	24,173
Equity in earnings of affiliates, net	(5,987)	(6,531)
Loss on disposal of property and equipment	321	193
Pension adjustment	15,369	16,396
Changes in operating assets and liabilities:		
Accounts receivable	(26,035)	(26,901)
Supplies and prepaid expenses	(179)	(1,003)
Other assets	(339)	(898)
Due from affiliates	515	(357)
Accounts payable and accrued expenses	(538)	2,844
Accrued compensation and related expenses	1,773	2,282
Accrual for estimated third-party payor settlements	2,831	5,203
Accrued pension and other long-term liabilities	<u>(4,137)</u>	<u>(3,658)</u>
Net cash provided by operating activities	37,684	35,231
Cash flows from investing activities:		
Increase in property and equipment, net	(23,559)	(24,505)
Purchases of investments	(84,651)	(173,807)
Proceeds from sales of investments	96,910	144,045
Equity distributions from affiliates	<u>6,456</u>	<u>6,270</u>
Net cash used by investing activities	(4,844)	(47,997)
Cash flows from financing activities:		
Payments on long-term debt	(9,755)	(36,490)
Proceeds from issuance of long-term debt	-	50,095
Change in short-term notes payable	(243)	(357)
Restricted contributions and pledges	<u>1,429</u>	<u>1,241</u>
Net cash (used) provided by financing activities	<u>(8,569)</u>	<u>14,489</u>
Net increase in cash and cash equivalents	24,271	1,723
Cash and cash equivalents at beginning of year	<u>8,449</u>	<u>6,726</u>
Cash and cash equivalents at end of year	\$ <u>32,720</u>	\$ <u>8,449</u>

See accompanying notes.



Mission Statement

Concord Hospital is a charitable organization which exists to meet the health needs of individuals within the communities it serves.

It is the established policy of Concord Hospital to provide services on the sole basis of the medical necessity of such services as determined by the medical staff without reference to race, color, ethnicity, national origin, sexual orientation, marital status, religion, age, gender, disability or inability to pay for such services.

Reaffirmed by Board of Trustees 9-24-12



**CONCORD HOSPITAL
TRUSTEES BY TERM**

		<u>Became CH Bd Member</u>	<u>Term Limit</u> 4 consecutive 3 yr trms
Terms Expiring January, 2014:	Sol Asmar	2010	2023
	Mary Boucher SECRETARY	2005	2017
	Michelle Chicoine	2008	2020
	Gary S. Jones, MD	2002	2014
	Rachel Rowe	2002	2014
	Claudia Walker	2005	2017
Terms Expiring January, 2015:	C. Thomas Brown	2003	2015
	William L. Chapman, Esq.	2011	2024
	Jeffrey S. Kipperman	2003	2015
	Muriel D. Schadee CHAIR	2007	2021
	David A. Stevenson, MD	2008	2021
	Jeffrey K. Towle	2012	2024
Terms Expiring January, 2016:	D. Thomas Akey, MD	2004	2016
	Philip Boulter, MD VICE CHAIR	2007	2019
	Christian Hallowell, MD	2002	2016
	David Ruedig	2007	2019
	Hon. Michael Sullivan	2004	2016

Ex-officio: Diane E. Wood Allen, RN, Concord Hospital CNO – 2009 -
 Greg Thesing, MD, President, Concord Hospital Medical Staff – 2012 –
 Michael B. Green, President & CEO, CRHC & CH – 1992 –

TREASURER (not a trustee) Bruce R. Burns

1/13

CONCORD HOSPITAL
 IS A CHARITABLE
 ORGANIZATION WHICH
 EXISTS TO MEET THE
 HEALTH NEEDS OF
 INDIVIDUALS WITHIN
 THE COMMUNITIES
 IT SERVES.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division of Public Health Services

Agency Name: Concord Hospital

Name of Bureau/Section: Community Health Services/Oral Health

BUDGET PERIOD:	SFY 2014	July 1, 2013 - June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Michael Green, President and CEO** (six months)	\$330,666	0.00%	\$0.00
Deborah Bergschneider, Dental Clinic Manager	\$61,888	37.97%	\$23,498.87
Marie N. Wawrzyniak, Director	\$110,905	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$23,498.87

BUDGET PERIOD:	SFY 2015	July 1, 2014 - June 30, 2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
NEW POSITION, President and CEO	\$500,000	0.00%	\$0.00
Deborah Bergschneider, Dental Clinic Manager	\$63,745	36.87%	\$23,502.78
Marie N. Wawrzyniak, Director	\$113,123	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$23,502.78

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel MUST be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

RESUME

MICHAEL B. GREEN

Career History:

6/92 – Present	Capital Region Health Care and Concord Hospital Concord, New Hampshire	President and CEO
8/88 – 5/92	Lawrence and Memorial Hospital New London, Connecticut	Chief Operating Officer
9/85 – 8/88	Nashua Memorial Hospital Nashua, New Hampshire	Chief Financial Officer 9/85-8/88 Interim President 12/87-6/88
5/83 – 9/85	Eastern Maine Healthcare Eastern Maine Medical Center Bangor, Maine	Assistant Administrator, Clinical Operations
5/82 – 5/83	Eastern Maine Healthcare Affiliated Healthcare Services Bangor, Maine	Director, Systems Development
5/81 – 5/82	Frank E. Basil, Inc. Columbia, Maryland	Manager, Program Development
3/79 – 5/81	Fairfax Hospital Association Springfield, Virginia	Director, Corporate Development
8/74 – 3/79	United States Navy	Medical Service Corp Officer
8/72 – 8/74	New Hampshire Hospital Concord, New Hampshire	Assistant Director, Staff Education and Training

Educational Background:

5/76	MS, Sloan School of Management MIT Cambridge, Massachusetts
6/72	BA, Dartmouth College Hanover, New Hampshire

Current Community Involvement:

Member and Past Chair, Board of Trustees
Member and Past Chair, Board of Trustees
Member, Board of Trustees & Corporator
Member, Board of Directors
Member, Board of Directors
Adjunct Faculty
Board of Contributors

Foundation for Healthy Communities
NH Hospital Association
Merrimack County Savings Bank
Unitil Corporation
NH Business Committee for the Arts
Dartmouth Medical School
Concord Monitor Newspaper

Awards:

Recipient of James A. Hamilton Founder's Award, Highest Recognition Given by the New Hampshire Hospital Association, for outstanding service to health care on behalf of the people of New Hampshire, September, 2005.

Recipient of Laconia Savings Bank Corporators' Community Service Award, recognizes individuals who have made exceptional community service contributions, October, 2006.

Publications:

"Discovering a Successful Solution to Indigent Care", Healthcare Financial Management, April, 1988

"Managing Change Through Effective Communication", Culture Shift: A Leader's Guide to Managing Change in Healthcare, 1997



Concord, New Hampshire

Position Description

President/Chief Executive Officer

Summary of Position

The leader is expected to honor, nurture and maintain the “enduring asset” of Concord Hospital’s healthy culture that is in part defined by a commitment to the principles of learning, stewardship and service, transparency, and a high level of employee engagement and ownership. A major dividend of these characteristics is a high level of trust.

The CEO is expected to be a performance-oriented, visionary, innovative leader who will optimize quality and safety outcomes, operational and financial performance. The CEO is expected to continuously transform components of the current enterprise that external forces and advancements in care will require; he or she will formulate and execute new strategies that will ensure the organization’s mission is being realized.

Summary of the Role

Reporting to the CH Board of Directors, the President and Chief Executive Officer (CEO) has overall strategic and operational responsibility for CH and all of its subsidiary organizations and will ensure the organization meets its short and long-term strategic, operational, financial, quality and patient safety performance goals.

The CEO is responsible for CH to be optimally prepared for health reform by leveraging the strengths of the infrastructure, advancing the integration of services and resources, continuing regionalization initiatives and partnerships, and championing exceptional quality outcomes. The CEO will build on the positive characteristics while also assessing the “state of the state” of CH; he or she will be expected to learn and assess the characteristics of the organization and, develop and maintain trusted relationships at all levels that will build the foundation for being able to refine the vision and strategies and set the optimal pace for advancing these strategies. The CEO is expected to effectively lead a high performing management team.

The CEO will be an actively engaged leader in the Concord community—it is expected that the CEO be a credible, visible leader, business partner within the health delivery system. Given the ethos of the community and extent to which personal and professional connections become connected, it is expected that the CEO lives in the community and establishes him/herself as a true community leader.

The following positions report directly to the CEO:

- Senior Vice President / COO
- Senior Vice President for Finance / CFO
- Senior Vice President /CMO
- Chief Human Resources Officer

- Chief Information Officer
- Vice President, Behavioral Health
- Vice President of Development / Vice President, Community Affairs / Executive Director, CH Trust
- Director, Program Development (2)

Goals and Objectives – Measures of Success

- Advances Concord Hospital's important mission of serving the community. Actively supports and incorporates the mission, vision and values of Concord Hospital (CH) into the daily activities of physicians, programs and services. Treats others with respect and demonstrates through leadership excellence, teamwork and compassion in daily work and relationships with others.
- Maintain culture of inclusivity and transparency. The CEO establishes him/herself as an approachable, open, self-confident leader who will be inclusive and available to staff, while also having the necessary leadership convictions to implement new approaches and efficiencies. The CEO will be a mentor for all staff and will actively foster a strong team environment.
- The CEO conducts a careful review of the organization, its structure and identify opportunities for improvements. The CEO provides and fosters innovative approaches that will help ensure the organization transforms its models of care in ways that adapt to market forces, and that will maintain community access to high quality efficient care.
- Assesses the senior management team and their individual needs for development. The CEO will mentor and develop this group of leaders.
- Continues to elevate CH as an effective citizen of the community and region. Actively engages and integrates with community, business, and political leaders in the service areas and develop good relationships with regulatory bodies, members of the legislature and others. The CEO will be viewed as a credible, engaged leader in the community and region. The CEO will manage the hospital's relationship within the community by serving as an effective ambassador and amplifying how the organization "tells its story".
- Implements and continues to evaluate opportunities for strategic, responsible growth of CH and ensures that growth will be consistent with the overall vision and strategic goals of the system, including further strengthening of existing relationships with physicians in the market.
- Identifies and implements progressive, financially sound strategies and initiatives that align the organization with physicians in the region. The CEO will develop positive relationships with the CH medical staff and look for new ways to engage and align the physicians, both CHMG and non-CMHG, through mutually beneficial relationships that are grounded in shared goals and trust. The CEO will continue to identify creative ways to further develop physicians as leaders within the organization.
- Champions quality improvement activities at all levels; the CEO will work diligently to raise the quality bar and ensure CH maintains rigorous quality improvement and patient safety processes. The CEO will be committed to further elevating CH's commitment to its patients and customers.
- Evolves Granite Health Network in its potential to serve as an organizational vehicle that can support CH's future success in a more regionally integrated environment. Effectively advocates for and leverages CH's interests within this organization and is a leader among peers within GHN and among other healthcare executives in the region.

- Ensures CH is financially strong and that the organization continues on a strong path with respect to strengthening its balance sheet and maintaining strong operating performance in order to build for the future. Prepares the organization to succeed in a lower reimbursement environment will be a key objective.
- Advances and supports fund-raising efforts. The CEO will engage with Board members of the Trust, staff and others to further strengthen a culture of giving within CH.

Qualifications

Essential Experience and Skills

- A track record of successfully achieving results and leading at a senior management level within a health system organization.
- Vision and strategic skills. One who can see the possibilities and who has clearly shown evidence of not only successfully identifying and formulating new strategies, but successfully executing these strategies. It is critical that candidates have a broad view of healthcare and show a track record for taking calculated risks that were both innovative and sound.
- Strong business acumen and financial skills. While a CFO will possess the specific content expertise the organization requires, the CEO should possess a strong working knowledge of finance and the overall economics that will impact organizational strategies. A track record of sound fiscal management is required.
- One who has clear evidence and track record of developing collaborative, trusting relationships with physicians and identifying models of health system and physician alignment. One who has helped create win-win scenarios.
- Experience and skills with overseeing a broad continuum of health services and the successful integration of health services. It is critical that candidates have a working knowledge of the various facets of a health system and models of integration.
- A track record of effectively leading large scale organizational changes, transformation and innovation. One who has successfully demonstrated agility, thoroughness and clarity of direction to lead others through change processes.
- Demonstrated success and commitment to elevating quality, patient safety and service excellence.
- A strong intellect and well developed analytical skills.
- Evidence of strong external-facing skills in areas of advocacy, forming alliances and serving as credible "face" for an organization. Given macro-level trends, threats and opportunities, the CEO will increasingly become more engaged in interfacing with regulators, legislators and wide spectrum of community and public stakeholders and should have experience and knowledge of healthcare advocacy and policy.
- A track record of supporting philanthropic activities and directly engaging with donors and potential donors. An understanding of philanthropy and ability to both advance a culture of giving for the organization, as well as be effective in "telling the story" with donors and potential donors. As President of the CH Trust, the CEO will actively support Trust activities, engaging community leaders, employees and business leaders in the work of the Trust.

- A track record of recruiting, retaining, mentoring and leading high performing teams.
- A strong working knowledge of information technology practices and trends and its role in leveraging best practices in today's environment.
- Experience working directly with boards; one who has a knowledge of governance best practices and who ideally has served on a variety of boards.

Interpersonal and Behavioral Competencies

- Values & Integrity. One who has a track record of demonstrating personal commitment to values of respect, compassion and serving others.
- Servant leadership: one who has demonstrated actions of their commitment to do what is right for the best interests of the community.
- Transparency. One who has demonstrated a personal style and commitment to sharing information, the good and the bad.
- Common touch. An engaging people-person who has effectively and comfortably related to people at all levels of an organization by demonstrating humility, compassion and superb listening skills.
- A track record and demonstrated commitment to identifying collaborative, win-win scenarios with individuals and stakeholder groups. While CEO must ensure the best interests of the organization are met, he/she should find balance in decisions and not be short-sighted or narrow in their views.
- Innovative. One who can see the possibilities and has appropriate degree of creativity and being able to take calculated risks.
- Presence. One who has an appropriate level of personal gravitas, energy and overall presence to garner the respect of individuals at all levels.
- A high level of emotional intelligence. One who is authentic and possesses superb interpersonal skills compatible in the culture of the organization and region. A track record of building trusting relationships is an unwavering, fundamental competency. One must have demonstrated they have established common ground and trust with individuals at all levels of an organization. One who has demonstrated a temperament that has allowed him/her to effectively mediate conflict and be perceived as a balanced, trusted and respected leader.
- Courage. In light of changes occurring in industry and the need to lead change that may be difficult and potentially unpopular, one must have demonstrated courage as a leader.
- Ability to lead others, establish organizational direction and instill confidence in others, in spite of industry ambiguity and uncertainty.
- Track record of leading initiatives with a sense of urgency when circumstances have required it.

Deborah Bergschneider

- Objective** To utilize my 30 years of dental assisting experience in a management position to serve the dental needs of adults, teens and children in the Concord area.
- Experience**
- 1998-present
- Dental Clinic Manager**
- Managing the schedule and productivity of three Dentists working in the clinic.
 - Oversee dental staff as well as all aspects of the dental clinic's functions.
 - Responsible for insuring compliance standards are met by dental staff.
- 1997-1998
- Surgical Dental Assistant, Michael Conlon, D.D.S & P.A.**
- Assisted in all surgical procedures including bone regeneration, gingival grafting, osseous surgery and postoperative patient instructions.
 - Lateral move to the front desk receptionist to handle incoming calls as well as maintain patients daily schedule
- 1992-1997
- Surgical Dental Assistant, Jeffery Forgosh, D.D.S. & P.A.**
- Assisted in all surgical procedures including dental implants.
 - Assisted with front desk procedures such as surgical coordination appointments.
- 1990-1992
- General Dental Assistant, David Gruette, D.D.S.**
- Assisted in all aspects of general dentistry, chair side, set up, taking all necessary radiographs, impressions and pouring of models for dentures and partial appliances
 - Assisted with front desk duties on a part time basis.
- Education**
- 1998-2013
- Several education classes offered by Concord Hospital to improve and develop professionally and personally.
 - 1990 Medical Emergency Training in the Dental Office.
 - 1983 Certified in Dental Radiographs
 - 1982 Dental Assistant Training Program NH Technical Institute
 - 1974 High School
- Interests** Life, Gardening, Golfing, Nature

Professional Experience

Director, Family Health Centers, Concord Hospital, Concord NH, July 2006-current. Accountable for leadership and direction of the Concord Hospital Family Health Centers-Concord and Hillsboro-Deering in order to advance the position of the hospital's and health centers' mission and goals. Oversee the health centers' clinical, fiscal and administrative operations to insure quality patient care, production efficiency, needed services, cost-effective management of resources, and effective, high-quality family medicine resident education.

Community Health Services Director, Concord Hospital, Capital Region Family Health Center, Concord NH, September 1998 to July 2006. Responsible for assessing and assuring health needs of the community are met through the health center's programs and services. Director of nurse care coordination for at risk populations, community care management, school based services, community clinics, social services, public health network, prescription assistance and dental clinic. Assure systems are in place to address contract and grant requirements. Mentor of family practice residents' community projects. Participate in overall management and administration of the center and residency as a member of the strategic team. Resigned ARNP license when no longer active in advanced practice.

Public Health Nurse Practitioner Consultant, N.H. Department of Health and Human Services, Bureau of Maternal and Child Health, July 1994 – September 1998. Contracted consultant. Provided clinical consultation, education, and technical assistance to primary care, family planning, and prenatal agencies and health professionals in these settings. Monitored and evaluated the quality of health care provided by agencies that contract with the Bureau. Developed policies, procedures, standards, and guidelines to assure program excellence and agency compliance with regulators. Wrote grants, developed and monitored contracts. Liaison to Bureau of Health Facilities Administration and Board of Pharmacy.

Family Nurse Practitioner, Belknap/Merrimack CAP, Franklin and Laconia, NH, 1996 – 1998. Nurse Practitioner in women's health program, per diem basis.

Family Nurse Practitioner, Concord Regional Visiting Nurse Association, Concord, NH, part time, June 1993 - July 1994, per diem basis 1985-1994. Nurse Practitioner in family planning, STD clinic, prenatal, adult, and child health programs.

Quality Assurance Nurse Coordinator, Concord Regional Visiting Nurse Association, Concord, NH, November 1991 - June 1993. Developed and implemented an agency wide quality assessment and improvement plan. Coordinated all quality monitoring and evaluation activities for home health, hospice, family planning, and child health programs. Responsible for maintaining compliance with regulatory bodies e.g. Medicare certification, NH licensure, State contracts, JCAHO accreditation.

Vice President and Director of Home Care, Concord Regional Visiting Nurse Association, Concord, NH, October 1989 - October 1991. Directed a home health care department including 100+ staff. Assumed the responsibilities of agency president in her absence. Collaborated with the president and assumed a leadership role with agency directors to plan, implement, and evaluate all agency operations. Resigned position to parent a newborn.

Director of Family Planning and Women's Health, Concord Regional Visiting Nurse Association, Concord, NH October 1988 - October 1989. Managed a program providing well woman health care and contraceptive services. Supervised nurse practitioners, nurses, and clerical staff. Coordinated all clinical services and medical follow up. Provided direct client care in nurse practitioner role. Promoted to Vice President.

Faculty, Parent and Child Nursing Coordinator, Concord Hospital School of Nursing, Concord NH, October 1984 - September 1988. Course instructor and coordinator of parent and child nursing course (maternity and pediatric nursing) for second year students. Participated in curriculum revision and preparation for NLN accreditation. Instructor in clinical and classroom settings. Participating instructor in adult med/surg course with primary responsibility for reproductive system content. Resigned position with school closure.

Clinical Services Coordinator, Family Planning Council of Western Massachusetts, Springfield, MA. October 1983 - August 1984. Coordinated all health care services for 4 clinical sites. Supervised clinical staff. Provided direct care in nurse practitioner role. Resigned to relocate with spouse.

Maternal-Child Community Health Nurse, Holyoke Visiting Nurse Association, Holyoke, MA. , February 1983 - October 1983.

Education

Master of Science in nursing, with distinction, May 1982. Pace University, Pleasantville, NY. Elected to Sigma Theta Tau nursing honor society.

Family Nurse Practitioner Certificate, August 1982. Pace University.

Bachelor of Arts, in biochemistry, May 1980. Smith College, Northampton, MA.

Publications, Grants and Presentations

"The Painless Pelvic." MCN. 11:178-179, May-June, 1986.

"Integrating Caries Prevention into the Well Child Visit in a Family Practice Residency,"
Family Medicine, February 2006.

Medical Dental Collaborative Grant, The Endowment for Health, 2002-2005.

Presentations:

Prescription Assistance, New Hampshire Partnership for Achieving Excellence in Health, 2001.

Addressing Health Disparities in the Low Income Population, New England Minority Health Conference, 2001.

Documentation and Clinic Funding, NH Dartmouth Family Practice Residency, 2001.

Contracting with a State Agency, NH Dartmouth Family Practice Residency, 2002.

NH Health Access Network, NH Hospital Association Annual Meeting, 2004.

Dental Care Coordination, NH Public Health Dental Forum, 2004.

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Concord Hospital

Budget Request for: Community-Based Oral Health Services
(Name of RFP)

Budget Period: July 1, 2014 through June 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 23,500.00	\$ -	\$ 23,500.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 23,500.00	\$ -	\$ 23,500.00	

Indirect As A Percent of Direct 0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	\$ 23,500.00
Reconciliation - (this line must be equal to or greater than \$0)	\$ -

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Concord Hospital

Budget Request for: Community-Based Oral Health Services
(Name of RFP)

Budget Period: July 1, 2013 through June 30, 2014

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 23,500.00	\$ -	\$ 23,500.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 23,500.00	\$ -	\$ 23,500.00	

Indirect As A Percent of Direct

0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	\$ 23,500.00
Reconciliation - (this line must be equal to or greater than \$0)	\$ -

Subject: Community and school-based oral health services will be delivered to individuals living in the North Country

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Coos County Family Health Services, Inc.		1.4 Contractor Address 54 Willow Street Berlin, NH 03570	
1.5 Contractor Phone Number (603) 752-3669 Ext. 4014	1.6 Account Number 05-95-90-902010-4527-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$194,000
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature <i>Adele D. Woods</i>		1.12 Name and Title of Contractor Signatory <i>Adele D. Woods, Chief Executive Officer (CEO)</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Coos</u> On <u>5/29/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		<i>Linda Blanchette</i>	
1.13.2 Name and Title of Notary or Justice of the Peace LINDA BLANCHETTE, Notary Public My Commission Expires September 17, 2013			
1.14 State Agency Signature <i>Lisa L. Bujno</i>		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Jesse E. Hermer</i> <i>Janne P. Herriek, Attorney</i> On: <u>28 May, 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: adw
Date: 3/29/13

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

North Country Oral Health Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Coos County Family Health Services, Inc.

**ADDRESS: 54 Willow Street
Berlin, NH 03570**

**Chief Executive Officer: Adele D. Woods
TELEPHONE: (603) 752-3669 Ext. 4014**

The Contractor shall provide community-based and school-based oral health services as specified below:

I. General Provisions

The contractor shall provide oral health assessment, preventive services, and referrals for restorative care for low-income, uninsured and underinsured children and adults within the defined service area who don't have regular access to oral health care.

A. The contractor shall use one of the following models to provide the following services:

1. The "clinic model" that provides on-site comprehensive preventive and/or restorative treatment.
2. The "combination clinic voucher model" that provides preventive treatment at one site and provides care coordination to link clients with restorative treatment at another site.

Oral health care services for the targeted population(s) shall include risk assessment, oral screenings with appropriate referrals, oral health education, early diagnosis of oral diseases, preventive care focused on age appropriate dental sealants, links to restorative treatment and disease management. Resources shall be directed to providing evidence-based oral health interventions.

B. Numbers Served

Oral assessments are to be provided to a minimum of 1,125 individuals throughout each year of the contract term.

C. Eligibility and Income Determination

1. The Contractor shall provide oral health services to low-income, uninsured, and underinsured children and adults within the defined service area who don't have regular access to oral health care. Low-income children and families are defined as < 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year, in the State of New Hampshire.

2. If parental permission forms indicate that the child may be eligible for enrollment in Medicaid, the Contractor shall assist the family to complete the most recent version of the Medicaid enrollment form.

D. Relevant Policies and Guidelines

The community and school-based oral health programs shall:

1. Require no fee for any Medicaid client.
2. Assist eligible families with Medicaid enrollment directly or through referral.
3. Become a Medicaid provider for qualified clients.
4. Provide a sliding fee scale for children from families without Medicaid, SCHIP or private dental insurance.
5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care.
6. Resources shall be directed to evidence-based interventions.
7. Explore and secure future funding sources.

E. Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

F. State and Federal Laws

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.
3. The contractor shall comply with standards developed by the Occupational Safety and Health Administration (OSHA).

G. Publications Funded Under Contract

1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).

H. Subcontractors

If services required to comply with this Exhibit are provided by a subcontracted agency or provider, the DPHS Oral Health Program must be notified in writing, receive a copy of the subcontract or Memorandum of Agreement (MOA), and approve the subcontract (MOA) prior to its initiation. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

I. Minimal Scope of Core Services

A. Service Requirements

The community-based and school-based oral health programs shall consist of the following components:

1. Clinical services shall be provided under the supervision of a dentist licensed to practice in New Hampshire.
2. Visual oral screenings or exams by a NH Licensed Dentist or a NH Registered Dental Hygienist with screening results available to clients or to parents of children screened.
3. Oral health educational presentations by health professionals to individuals at chair side or to groups in a classroom setting as part of a health care curriculum.
4. Topical fluoride application as part of a regular preventive routine or, when appropriate, through a school-based fluoride rinse program in schools wishing to participate.
5. A preventive dental sealant program for students through a school-based or school-linked program that assesses risk of dental disease and tooth eruption.
6. With the exception of orthodontic care, the program shall provide assistance in obtaining restorative care for students without an established dental provider.

7. Oral health data collection to support a knowledge base and dental data surveillance system for use in policy development, assessment, and capacity building at state and local levels.
8. Notice to families without access to dental services that a sliding fee scale is available and that no student will be denied school-based dental services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the Oral Health Program prior to initiating any research related to this contract.

B. Staffing Provisions

The Contractor shall be responsible for compliance with the New Hampshire Dental Practice Act. All dental health professionals shall have the appropriate New Hampshire license. The Contractor shall provide the DPHS Oral Health Program with a resume, a copy of the NH license if appropriate, and job description for any current professional staff in the program and notify the State in writing of any staffing changes, along with a copy of the resume of any new staff hired within one month of date of hire.

Staffing Changes

1. **New Hires:** The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.
2. **Vacancies:** The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

C. Coordination of Services

1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.
2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

D. Meetings and Trainings

The Contractor will be responsible to send staff to meetings and trainings required by the Oral Health Program, including but not limited to the Annual Oral Health Forum and Calibration Clinic for School-Based Hygienists.

II. Quality or Performance Improvement (QI/PI)

A. Workplans

1. Performance Workplans are required bi-annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The workplans are a key component of the Oral Health Program performance-based contracting system and of this contract.
2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health Workplan Progress/Outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.
3. The Contractor shall submit a performance-based workplan with this application for funding and by July 15th of the second contract year.
4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by the Oral Health Program. The Oral Health Program will provide the Contractor with advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.

B. Data and Reporting Requirements

In addition to Performance Workplans, the Contractor shall submit to the Oral Health Program the following data used to monitor program performance:

1. Workplans and Workplan Outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
2. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff List forms must be completed according to the relevant instructions and submitted as requested by DPHS and, at minimum, by April 30 of each year.
3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
4. A copy of the Sliding Fee Scale shall be submitted by March 1st of each contract year. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.

5. An annual summary of feedback from school administrators, families and providers obtained during the prior contract year and of the method by which the results were obtained must be submitted with the bi-annual work plan.

C. On-Site Reviews

1. The Contractor shall allow a team or person authorized by the Oral Health Program to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.
3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency Performance Workplan.

D. Performance Measures

Community- Based Performance Measures

1. A minimum of 500 pediatric clients (0-less than19 years) shall receive oral screenings
2. A minimum of 500 adult clients (19 and older) shall receive oral screenings
3. Percent of clients receiving prophylaxis
4. Percent of clients receiving restorative treatment
5. Percent of children receiving dental sealants
6. Percent of broken dental appointments (visits)

School-Based Oral Health Performance Measures

1. A minimum of 75% of 2nd and 3rd grade students returning consent forms
2. A minimum of 200 2nd and 3rd grade students shall receive oral screenings
3. Percent of all 2nd and 3rd grade students in the school screened to assess oral health needs
4. Percent of all 2nd and 3rd grade students screened with at least one sealant on a permanent molar
5. 100% of all 2nd and 3rd grade students screened with untreated decay are referred for service
6. Percent of all 2nd and 3rd grade students screened with a history of decay

NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

North Country Oral Health Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Coos County Family Health Services, Inc.

ADDRESS: 54 Willow Street
Berlin, NH 03570

Chief Executive Officer: Adele D. Woods
TELEPHONE: (603) 752-3669 Ext. 4014

Vendor #155327-B001 Job #90072003 Appropriation #05-95-90-902010-4527-102-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$194,000 for oral health initiatives, funded from 44.7% Federal funds from the Centers for Disease Control(CDC)(CFDA #93.991) and 55.3% from General funds.

TOTAL: \$194,000

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

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

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- X (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The remainder of this page is intentionally left blank.

18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

NH Department of Health and Human Services

Standard 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 to 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 5151-51-5160 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 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 certification 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, NH03301**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) 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);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (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;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 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.

Coos County Family Health Services, Inc. From: July 1, 2013 or date of G&C Approval, whichever is later To: June 30, 2015
Contractor Name **Period Covered by this Certification**

Adele D. Woods, CEO
Name and Title of Authorized Contractor Representative

Adele D. Woods 3/29/13
Contractor Representative Signature **Date**

adw
 3/29/13

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

Contract Period: July 1, 2013 or date of G&C Approval, whichever is later, through June 30, 2015

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Adele D. Woods

Contractor Signature

CEO

Contractor's Representative Title

Coos County Family Health Services, Inc.

Contractor Name

3/29/13

Date

adu
3/29/13

NH Department of Health and Human Services

Standard 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 transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
 - c. 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
 - d. 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.
2. 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

<p><i>Adele D. Woods</i> _____ Contractor Signature</p>	<p><i>CEO</i> _____ Contractor's Representative Title</p>
<p><u>Coos County Family Health Services, Inc.</u> _____ Contractor Name</p>	<p><i>3/29/13</i> _____ Date</p>

adw
3/29/13

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Adelle D. Woods

Contractor Signature

CEO

Contractor's Representative Title

Coos County Family Health Services, Inc.

Contractor Name

3/29/13

Date

adw
3/29/13

NH Department of Health and Human Services

STANDARD 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.

Adele D. Woods

Contractor Signature

CEO

Contractor's Representative Title

Coos County Family Health Services, Inc.

Contractor Name

3/29/13

Date

aglw
3/29/13

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

DIVISION OF PUBLIC HEALTH SERVICES

The State Agency Name

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Name of Contractor



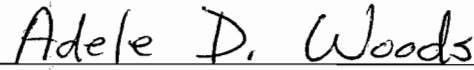
Signature of Authorized Representative



Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

Name of Authorized Representative



Name of Authorized Representative

BUREAU CHIEF

Title of Authorized Representative

CEO

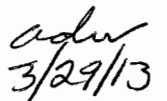
Title of Authorized Representative

3/30/13

Date

3/29/13

Date



NH Department of Health and Human Services

STANDARD 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 Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award 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:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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 Sub-award 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.

Adele D. Woods
(Contractor Representative Signature)

Adele D. Woods, CEO
(Authorized Contractor Representative Name & Title)

Coos County Family Health Services, Inc.
(Contractor Name)

3/29/13
(Date)

adw
3/29/13

NH Department of Health and Human Services

STANDARD 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: 167385509

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, sub-grants, 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: <input type="checkbox"/>	Amount: <input type="checkbox"/>
Name: <input type="checkbox"/>	Amount: <input type="checkbox"/>
Name: <input type="checkbox"/>	Amount: <input type="checkbox"/>
Name: <input type="checkbox"/>	Amount: <input type="checkbox"/>
Name: <input type="checkbox"/>	Amount: <input type="checkbox"/>

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COOS COUNTY FAMILY HEALTH SERVICES, INC. is a New Hampshire nonprofit corporation formed December 14, 1979. I further certify that it is in good standing as far as this office is concerned; having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of April A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Betty A. Gosselin, of, Coos County Family Health Services do hereby certify that:

1. I am the duly elected Secretary of Coos County Family Health Services Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Coos County Family Health Services corporation, duly held on February 21, 2013;

RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the President, Vice-President, Treasurer, or Chief Executive Officer is hereby authorized on behalf of this corporation 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 he/she may deem necessary, desirable, or appropriate.

Adele D. Woods is the duly appointed Chief Executive Officer of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 29, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 29th day of March, 2013.

Betty A. Gosselin

STATE OF New Hampshire
COUNTY OF Coos

The foregoing instrument was acknowledged before me this 29th day of March, 2013 by Betty A. Gosselin.

Linda Blanchette
Notary Public/Justice of the Peace

My Commission Expires:

LINDA BLANCHETTE, Notary Public
My Commission Expires September 17, 2013



54 Willow Street
Berlin, NH 03570-1800
Ph: 1-603-752-3669
Fax: 1-603-752-3027

2 Broadway Street
Gorham, NH 03581-1597
Ph: 1-603-466-2741
Fax: 1-603-466-2953

133 Pleasant Street
Berlin, NH 03570-2006
Ph: 1-603-752-2040
Fax: 1-603-752-7797

59 Page Hill Road
Berlin, NH 03570-3568
Ph: 1-603-752-2900
Fax: 1-603-752-3727

May 31, 2013

Bobbie Aversa
Contracts Administrator State of NH
DHHS Contracts and Procurement Unit
129 Pleasant Street, 4th Floor
Concord, NH 03301

Dear Ms. Aversa:

I am writing to you regarding our liability and worker's compensation insurance certificates. As you are aware, our insurance policies all renew on July 1 annually. We are in the process of renewing our policies, but our broker has not yet been able to provide us with firm pricing and we are awaiting these numbers before the policies are renewed. We will be able to provide certificates with the necessary insurance coverage for the period July 1, 2013 through June 30, 2014 as soon as the policies are renewed, which we anticipate to be during the last 10 days of June. Please let me know if you have any additional questions or require additional information.

Sincerely,


Melissa M Frenette
Chief Financial Officer

COOS COUNTY FAMILY HEALTH SERVICES, INC.
AUDITED FINANCIAL STATEMENTS
JUNE 30, 2012 AND 2011

BRAD BORBIDGE, P.A.

CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD SUITE 350
CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849
FAX 603/224-2397

INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS

Board of Directors
Coos County Family Health Services, Inc.
Berlin, New Hampshire

We have audited the accompanying balance sheet of Coos County Family Health Services, Inc. as of June 30, 2012 and 2011 and the related statements of operations, changes in net assets, and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Coos County Family Health Services, Inc. as of June 30, 2012 and 2011 and the results of its operations, changes in its net assets, and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated August 16, 2012 on our consideration of the Organization'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 internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

A handwritten signature in black ink, appearing to read "A. Duff", is located on the right side of the page.

Concord, New Hampshire
August 16, 2012

COOS COUNTY FAMILY HEALTH SERVICES, INC.

BALANCE SHEETS

JUNE 30, 2012 AND 2011

ASSETS

	<u>2012</u>	<u>2011</u>
Current Assets		
Cash and cash equivalents	\$ 905,538	\$ 290,233
Patient accounts receivable, net of allowances of for doubtful accounts of \$187,000 and \$160,000 at June 30, 2012 and 2011, respectively	376,734	417,670
Grants receivable	247,547	129,460
Due from third party payers	41,000	41,407
Prepaid expenses	62,585	84,769
Total Current Assets	<u>1,633,404</u>	<u>963,539</u>
Assets Limited As To Use	632,742	612,222
Property and Equipment, Net	<u>2,236,926</u>	<u>2,100,167</u>
TOTAL ASSETS	<u>\$ 4,503,072</u>	<u>\$ 3,675,928</u>

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable and accrued expenses	\$ 63,477	\$ 130,959
Accrued payroll and related expenses	653,282	653,456
Deferred revenue	793,834	-
Current maturities of long-term debt	83,683	95,079
Total Current Liabilities	<u>1,594,276</u>	<u>879,494</u>
Long-term debt, less current maturities	<u>983,580</u>	<u>779,659</u>
Total Liabilities	<u>2,577,856</u>	<u>1,659,153</u>
Net Assets		
Unrestricted	871,052	813,154
Temporarily restricted	1,035,587	1,186,701
Permanently restricted	18,577	16,920
Total Net Assets	<u>1,925,216</u>	<u>2,016,775</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 4,503,072</u>	<u>\$ 3,675,928</u>

(See accompanying notes to these financial statements)

COOS COUNTY FAMILY HEALTH SERVICES, INC.

STATEMENTS OF OPERATIONS

FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	<u>2012</u>	<u>2011</u>
Operating Revenue		
Net patient service revenue	\$ 5,442,467	\$ 5,613,019
Grants, contracts, and contributions	2,717,539	3,071,214
Other operating revenue	245,330	86,840
Interest income	4,054	2,136
Net assets released from restrictions for operations	<u>216,967</u>	<u>274,937</u>
Total Operating Revenue	<u>8,626,357</u>	<u>9,048,146</u>
Operating Expenses		
Salaries and benefits	6,443,676	6,521,849
Other operating expenses	1,560,124	1,737,971
Depreciation	237,004	224,577
Interest expense	41,447	42,385
Bad debt expense	<u>286,208</u>	<u>221,700</u>
Total Operating Expenses	<u>8,568,459</u>	<u>8,748,482</u>
EXCESS OF REVENUE OVER EXPENSES AND INCREASE IN UNRESTRICTED NET ASSETS	<u>\$ 57,898</u>	<u>\$ 299,664</u>

(See accompanying notes to these financial statements)

COOS COUNTY FAMILY HEALTH SERVICES, INC.
STATEMENTS OF CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
Unrestricted Net Assets:		
Excess of revenue over expenses and increase in unrestricted net assets	\$ 57,898	\$ 299,664
Temporarily Restricted Net Assets:		
Grants, contracts, and contributions	66,026	52,915
Grants, contracts, and contributions for capital acquisitions	-	433,901
Net assets released from restrictions for operations	(216,967)	(274,937)
Capital depreciation on endowment funds	(173)	(254)
Change in Temporarily Restricted Net Assets	(151,114)	211,625
Permanently Restricted Net Assets:		
Contributions	1,657	2,003
Change in Permanently Restricted Net Assets	1,657	2,003
Change in Net Assets	(91,559)	513,292
Net Assets, Beginning of Year	2,016,775	1,503,483
NET ASSETS, END OF YEAR	\$ 1,925,216	\$ 2,016,775

(See accompanying notes to these financial statements)

COOS COUNTY FAMILY HEALTH SERVICES, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	<u>2012</u>	<u>2011</u>
Cash Flows From Operating Activities		
Change in net assets	\$ (91,559)	\$ 513,292
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	237,004	224,577
Bad debt expense	286,208	221,700
Restricted grants, contracts, and contributions	(67,683)	(54,918)
Restricted grants, contracts, and contributions for capital acquisitions	-	(433,901)
Capital depreciation (appreciation) on endowment funds	173	254
(Increase) decrease in the following assets:		
Patient accounts receivable	(245,272)	(218,621)
Grants receivable	(118,087)	44,336
Due from third party payers	407	13,976
Prepaid expenses	22,184	(9,787)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	(67,482)	61,324
Accrued payroll and related expenses	(174)	(76,503)
Deferred revenue	793,834	-
Net Cash Provided by Operating Activities	<u>749,553</u>	<u>285,729</u>
Cash Flows From Investing Activities		
Decrease (increase) in assets limited as to use Capital acquisitions	46,990	(168,957)
	<u>(373,763)</u>	<u>(353,516)</u>
Net Cash Used by Investing Activities	<u>(326,773)</u>	<u>(522,473)</u>

COOS COUNTY FAMILY HEALTH SERVICES, INC.
STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
Cash Flows From Financing Activities		
Proceeds from contributors for capital acquisitions	-	433,901
Proceeds from issuance of long-term debt	290,000	-
Payments on long-term debt	(97,475)	(93,428)
Net Cash Provided by Financing Activities	192,525	340,473
Net Increase in Cash and Cash Equivalents	615,305	103,729
Cash and Cash Equivalents, Beginning of Year	290,233	186,504
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 905,538	\$ 290,233
Supplemental Disclosures of Cash Flow Information:		
Cash paid for interest	\$ 41,447	\$ 42,385

(See accompanying notes to these financial statements)

MISSION OF COÖS COUNTY FAMILY HEALTH SERVICES

Coös County Family Health Services is a community-based organization providing innovative, personalized, comprehensive health care and social services of the highest quality to everyone, regardless of economic status.

VISION OF COÖS COUNTY FAMILY HEALTH SERVICES

We envision CCFHS as

- 1) providing high quality medical, dental, and social services to area residents without discrimination;
- 2) meeting the growing needs of our community by appropriately expanding and developing programs, staff and facilities;
- 3) an organization with highly committed staff working together as a team to realize our goals;
- 4) meeting the growing needs of our team by providing optimum staffing levels, training and compensation;
- 5) a financially stable organization having the ability to thrive in an era of technological and economic changes in the health care industry; and
- 6) a vital member of the community network providing comprehensive health care including prevention, education and social services.

(Mission/Vision Statement)
Board Approved 1/17/13



54 Willow Street
Berlin, NH 03570-1800
Ph: 1-603-752-3669
Fax: 1-603-752-3027

2 Broadway Street
Gorham, NH 03581-1597
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Fax: 1-603-752-7797

59 Page Hill Road
Berlin, NH 03570-3568
Ph: 1-603-752-2900
Fax: 1-603-752-3727

COOS COUNTY FAMILY HEALTH SERVICES, INC.
54 WILLOW STREET – BERLIN, NH 03570
752-3669

BOARD OF DIRECTORS

Robert Pelchat, 2014 (4th)
****PRESIDENT****

Linda Sjostrom, 2015 (1st)

Joan Merrill, 2013 (1st)
****VICE-PRESIDENT****

Jeffrey D. Smith, 2015 (1st)
Chair, Corporate Compliance Committee

Aline Boucher, 2014 (2nd)
****TREASURER****
Chair, Finance/Development Committee

Betty A. Gosselin, MSW, 2013 (2nd)
****SECRETARY****

Marge McClellan, 2014 (4th)
Chair, Governance Committee
Chair, Quality Improvement Committee

Åsa Brosnan, 2015 (4th)

Michael Poulin, 2014 (2nd)

H. Guyford Stever, Jr., 2013 (1st)
Chair, Personnel Committee

Kenneth Cargill, 2013 (1st)

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division of Public Health Services

Agency Name: Coos County Family Health Services

Name of Bureau/Section: Community Health Services/Oral Health Program

BUDGET PERIOD:	SFY 2014	July 1, 2013 - June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Adele Woods, CEO	\$134,000	0.00%	\$0.00
Loretta Morrissette, School-Based Oral Health Program Coordinator	\$54,420	55.27%	\$30,080.00
Patricia Couture, COO	\$0	0.00%	\$0.00
Melissa Frenette, CFO	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$30,080.00

BUDGET PERIOD:	SFY 2015	July 1, 2014 - June 30, 2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Adele Woods, CEO	\$0	0.00%	\$0.00
Loretta Morrissette, School-Based Oral Health Program Coordinator	\$54,687	55.00%	\$30,080.00
Patricia Couture, COO	\$0	0.00%	\$0.00
Melissa Frenette, CFO	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$30,080.00

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

ADELE D. WOODS

PROFESSIONAL HISTORY

1981-Present Coos County Family Health Services, 54 Willow Street, Berlin, NH 03570
(603)752-3669 ext. 4018 awoods@ccfhs.org

Chief Executive Officer (1989 – Present)

Responsible for the successful administration and overall direction of a \$9.2M Community Health Center, including 6 sites and 10 programs. Major administrative responsibilities include: oversight of budget preparation and fiscal management, development and implementation of long and short-term planning, personnel management, grantsmanship and public relations. Includes extensive contact with the public and government officials as well as ongoing communications with 15 member volunteer Board of Directors, 120 paid staff and numerous volunteers.

Coordinator: Prenatal, Child Health and Family Planning Programs (4/1987 – 4/1989)

Health Educator – Child Health Program (12/1986 – 4/1989)

Director of Programs (10/1983 – 4/1987)

Coordinator, WIC Program (8/1981 – 10/1983)

1979-1981 *Fiscal Manager*, White Mountains Center for the Arts, Bretton Woods, NH 03575

Supervised 2-10 employees. Responsible for all accounting and bookkeeping functions for \$300,000 annual budget non-profit organization. Performed all functions necessary for the procurement of grant monies from public and private sources. Oversaw public relations and advertising campaigns.

1972-1974 *Credit Manager*, Littleton Hospital, Littleton, NH 03561

EDUCATION

1996-1997 Springfield College, Human Services Administration, MS

1981-Present Workshops and conferences at the local, State and National level pertinent to work at CCFHS, including Supervision, Provider Recruitment, Legislative Updates, Grants Management, Corporate Compliance, etc.

1970-1971 Graduate Studies, University of Delaware, American Studies

1967-1970 University of Delaware, American Studies, BA/Honors

Loretta L. Morrissette

Experience

Registered Dental Hygienist 2000 to present
School-Based Oral Health Program Coordinator
Coos County Family Health Services *133 Pleasant St., Berlin, N.H.*

Responsibilities of school-based services include classroom education, oral screenings, preventive dental hygiene services, and case management of referrals for restorative treatment. Additional program elements include a weekly fluoride rinse program, community day care education programs, vouchers for restorative services, and participation in various health fairs.

Registered Dental Hygienist 1992 to 2000
Eugene Kruysman, D.M.D. *301 Pleasant St., Berlin, N.H.*

Responsibilities include medical history inventory, oral home care assessment and oral hygiene instruction. All aspects of prophylaxis including supragingival and subgingival scaling, ultrasonic scaling, probing, coronal polishing and fluoride treatments. Related duties include radiographs, sealants, completion of applicable insurance forms and instrument sterilization.

Registered Dental Hygienist 1991-1992
David Taylor, D.M.D. *Littleton, N.H.*

Education

Associate of Science
Certification in Dental Hygiene
New Hampshire Technical Institute

New Hampshire licensed Registered Dental Hygienist

Patricia A. Couture
133 Pleasant Street
Berlin, NH 03570
(603) 752-2040
pcouture@ccfhs.org

Work History

1983- Present Coos County Family Health Services, Berlin, NH.

1991- Present: Chief Operating Officer/RN: Responsible for the day-to-day administration and overall activities of the clinical services in conjunction with the Medical Director and Chief Executive Officer. Major administrative responsibilities include: implement and monitor quality improvement programs; hire, train, supervise and evaluate employees; assist Chief Executive Officer with grant proposals; assist Medical Director with clinical policies and guidelines; perform medical record audits; implement all clinical schedules, and be familiar with all outpatient nursing functions. Responsible for the overall direction, coordination and evaluation of Nursing, Medical Records, Pharmacy, Medical Support, Laboratory and Maintenance Services.

2011- Present: Corporate Compliance Officer: Responsible for the operation and management of the Compliance Program and reports to the CEO and Board of Directors.

1986-1991 Site Coordinator: Responsible for the coordination and evaluation of three programs: Family Planning/Women's Health, Sexually Transmitted Diseases, and HIV Counseling and Testing in three communities - Berlin, Lancaster and Colebrook. Administrative responsibilities included: trained, supervised and evaluated employees; assisted Executive Director with agency policies, procedure and protocols; and provided community education. Clinical responsibilities included: patient counseling, education, follow-up, documentation, laboratory services, referrals and nursing functions/procedures.

1983-1986 Clinical Nurse/Counselor: Responsible for outpatient clinical services and Family Planning/Women's Health counseling services.

1976-1983 St. Vincent de Paul Nursing Home, Berlin, NH.

LPN Charge Nurse: Nursing responsibilities included: responsible for 29 residents, supervised nurse's aides, prepared verbal/written reports, administration of medication, complete nursing care, transcribed physician orders, and documentation; nursing process, assessment, nursing diagnosis, care plan, outpatient goals, outcomes and nursing interventions.

1976-1977 Androscoggin Valley Hospital Berlin, NH

Private Duty Nurse: Complete nursing care.

Patricia Couture (cont'd)

Education:

Granite State College
Bachelor of Science in Healthcare Administration, 2007 December
Member of Alpha Sigma Lambda National Honor Society

New Hampshire Technical College, Berlin, NH
Associate Nursing Degree, 1989 (May)
Member of Phi Theta Kappa Honor Society

New Hampshire Vocational Technical College, Berlin, NH
Practical Nursing Diploma, 1976 (June)
Graduated with Honors

Berlin High School, Berlin, NH
Graduated 1975

License:

New Hampshire Board of Nursing, Concord, NH
Registered Nurse License, 1990 (July)
Practical Nurse License, 1976 (October)

Continued Education:

Nursing and Management Workshops, Seminars, National Conferences and Lectures.

References:

Available Upon Request

Melissa Frenette Cont'd.

B.S. Accounting, minor Mathematics
Graduated cum laude

COMMUNITY ACTIVITIES

Current Assistant Treasurer of Business Enterprise Development Corporation (BEDCO)

Former member Androscoggin Valley Economic Recovery (AVER) technology taskforce

PROFESSIONAL MEMBERSHIPS

American Institute of Certified Public Accountants

New Hampshire Society of Certified Public Accountants

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Coos County Family Health Services

Budget Request for: North Country Oral Health Services

(Name of RFP)

Budget Period: July 1, 2013 to June 30, 2014

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 30,769.00		\$ 30,769.00	
2. Employee Benefits	\$ 9,231.00		\$ 9,231.00	
3. Consultants	\$ -		\$ -	
4. Equipment:	\$ -		\$ -	
Rental	\$ -		\$ -	
Repair and Maintenance	\$ -		\$ -	
Purchase/Depreciation	\$ -		\$ -	
5. Supplies:	\$ -		\$ -	
Educational	\$ -		\$ -	
Lab	\$ -		\$ -	
Pharmacy	\$ -		\$ -	
Medical	\$ -		\$ -	
Office	\$ -		\$ -	
6. Travel	\$ -		\$ -	
7. Occupancy	\$ -		\$ -	
8. Current Expenses	\$ -		\$ -	
Telephone	\$ -		\$ -	
Postage	\$ -		\$ -	
Subscriptions	\$ -		\$ -	
Audit and Legal	\$ -		\$ -	
Insurance	\$ -		\$ -	
Board Expenses	\$ -		\$ -	
9. Software	\$ -		\$ -	
10. Marketing/Communications	\$ -		\$ -	
11. Staff Education and Training	\$ -		\$ -	
12. Subcontracts/Agreements	\$ 57,000.00		\$ 57,000.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 97,000.00	\$ -	\$ 97,000.00	

Indirect As A Percent of Direct

0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)

\$ 97,000.00

Reconciliation - (this line must be equal to or greater than \$0)

\$ -

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Coos County Family Health Services

Budget Request for: North Country Oral Health Services
(Name of RFP)

Budget Period: July 01, 2014 through June 30, 2015

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 30,769.00		\$ 30,769.00	
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3. Consultants	\$ -		\$ -	
4. Equipment:	\$ -		\$ -	
Rental	\$ -		\$ -	
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Purchase/Depreciation	\$ -		\$ -	
5. Supplies:	\$ -		\$ -	
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Lab	\$ -		\$ -	
Pharmacy	\$ -		\$ -	
Medical	\$ -		\$ -	
Office	\$ -		\$ -	
6. Travel	\$ -		\$ -	
7. Occupancy	\$ -		\$ -	
8. Current Expenses	\$ -		\$ -	
Telephone	\$ -		\$ -	
Postage	\$ -		\$ -	
Subscriptions	\$ -		\$ -	
Audit and Legal	\$ -		\$ -	
Insurance	\$ -		\$ -	
Board Expenses	\$ -		\$ -	
9. Software	\$ -		\$ -	
10. Marketing/Communications	\$ -		\$ -	
11. Staff Education and Training	\$ -		\$ -	
12. Subcontracts/Agreements	\$ 57,000.00	\$ -	\$ 57,000.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 97,000.00	\$ -	\$ 97,000.00	

Indirect As A Percent of Direct

0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)

\$ 97,000.00

Reconciliation - (this line must be equal to or greater than \$0)

\$ -

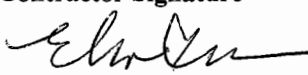
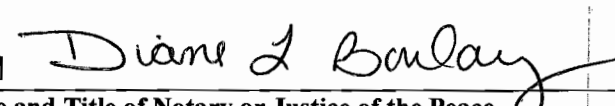
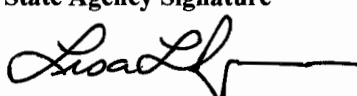
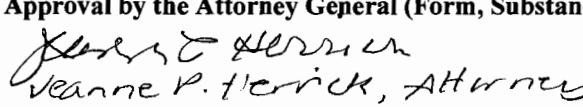
Subject: Community-based oral health services will be provided to underserved people in greater Manchester

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Easter Seals New Hampshire		1.4 Contractor Address 555 Auburn Street Manchester, NH 03103	
1.5 Contractor Phone Number (603) 621-3558	1.6 Account Number 05-95-90-902010-4527-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$71,200
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elin Treanor, COO/CFO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>3/11/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace DIANE L. BOULAY, Notary Public My Commission Expires September 3, 2013			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: <u>28 May 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: ET
Date: 3/11/2013

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

Community-Based Oral Health Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Easter Seals New Hampshire

**ADDRESS: 555 Auburn Street
Manchester, NH 03103**

**Senior Vice-President, Programs: Arlene Kershaw
TELEPHONE: (603) 621-3558**

The Contractor shall provide community-based oral health services as specified below:

I. General Provisions

A. The contractor shall use one of the following models to provide the following services:

1. The "clinic model" that provides on-site comprehensive preventive and/or restorative treatment.
2. The "combination clinic voucher model" that provides preventive treatment at one site and provides care coordination to link clients with restorative treatment at another site.

Oral health care services for the targeted population(s) shall include risk assessment, oral screenings with appropriate referrals, oral health education, early diagnosis of oral diseases, preventive care focused on age appropriate dental sealants, links to restorative treatment and disease management. Resources shall be directed to providing evidence-based oral health interventions.

B. Eligibility and Income Determination

1. The Contractor shall provide oral health services to low-income, uninsured, and underinsured children and adults within the defined service area who don't have regular access to oral health care. Low-income children and families are defined as < 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year, in the State of New Hampshire.
2. If parental permission forms indicate that the child may be eligible for enrollment in Medicaid, the Contractor shall assist the family to complete the most recent version of the Medicaid enrollment form.

C. Relevant Policies and Guidelines

The community-based oral health program shall:

1. Require no fee for any Medicaid client.
2. Assist eligible families with Medicaid enrollment directly or through referral.
3. Become a Medicaid provider for qualified clients.

4. Provide a sliding fee scale for children from families without Medicaid, SCHIP or private dental insurance.
5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care.
6. Resources shall be directed to evidence-based interventions.
7. Explore and secure future funding sources.

D. Numbers Served

Oral screening services are to be provided to a minimum of 1,000 individuals throughout each year of the contract term

E. Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

F. State and Federal Laws

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.

3. The contractor shall comply with standards developed by the Occupational Safety and Health Administration (OSHA).

G. Publications Funded Under Contract

1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).

H. Subcontractors

If services required to comply with this Exhibit are provided by a subcontracted agency or provider, the DPHS Oral Health Program must be notified in writing, receive a copy of the subcontract or Memorandum of Agreement (MOA), and approve the subcontract (MOA) prior to its initiation. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

I. Minimal Scope of Core Services

A. Service Requirements

The community-based oral health program shall consist of the following components:

1. Clinical services shall be provided under the supervision of a dentist licensed to practice in New Hampshire.
2. Visual oral screenings or exams by a NH Licensed Dentist or a NH Registered Dental Hygienist with screening results available to clients or to parents of children screened.
3. Oral health educational presentations by health professionals to individuals at chair side or to groups in a classroom setting as part of a health care curriculum.
4. Topical fluoride application as part of a regular preventive routine or, when appropriate, through a school-based fluoride rinse program in schools wishing to participate.
5. A preventive dental sealant program for students through a school-based or school-linked program that assesses risk of dental disease and tooth eruption.
6. With the exception of orthodontic care, the program shall provide assistance in obtaining restorative care for students without an established dental provider.
7. Oral health data collection to support a knowledge base and dental data surveillance system for use in policy development, assessment, and capacity building at state and local levels.
8. Notice to families without access to dental services that a sliding fee scale is available and that no student will be denied school-based dental services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the Oral Health Program prior to initiating any research related to this contract.

B. Staffing Provisions

The Contractor shall be responsible for compliance with the New Hampshire Dental Practice Act. All dental health professionals shall have the appropriate New Hampshire license. The Contractor shall provide the DPHS Oral Health Program with a resume, a copy of the NH license if appropriate, and job description for any current professional staff in the program and notify the

State in writing of any staffing changes, along with a copy of the resume of any new staff hired within one month of date of hire.

Staffing Changes

1. **New Hires:** The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.
2. **Vacancies:** The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

C. Coordination of Services

1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.
2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

D. Meetings and Trainings

The Contractor will be responsible to send staff to meetings and trainings required by the Oral Health Program, including but not limited to the Annual Oral Health Forum and Calibration Clinic for School-Based Hygienists.

II. Quality or Performance Improvement (QI/PI)

A. Workplans

1. Performance Workplans are required bi-annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The workplans are a key component of the Oral Health Program performance-based contracting system and of this contract.
2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health Workplan Progress/Outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.
3. The Contractor shall submit a performance-based workplan with this application for funding and by July 15th of the second contract year.

4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by the Oral Health Program. The Oral Health Program will provide the Contractor with advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.

B. Data and Reporting Requirements

In addition to Performance Workplans, the Contractor shall submit to the Oral Health Program the following data used to monitor program performance:

1. Workplans and Workplan Outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
2. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff List forms must be completed according to the relevant instructions and submitted as requested by DPHS and, at minimum, by April 30 of each year.
3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
4. A copy of the Sliding Fee Scale shall be submitted by March 1st of each contract year. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.
5. An annual summary of feedback from school administrators, families and providers obtained during the prior contract year and of the method by which the results were obtained must be submitted with the bi-annual work plan.

C. On-Site Reviews

1. The Contractor shall allow a team or person authorized by the Oral Health Program to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.
3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency Performance Workplan.

D. Performance Measures

Community- Based Performance Measures

1. A minimum of 650 pediatric clients (0-less than19 years) shall receive oral screenings
2. A minimum of 650 adult clients (19 and older) shall receive oral screenings
3. Percent of clients receiving prophylaxis
4. Percent of clients receiving restorative treatment
5. Percent of children receiving dental sealants dental
6. Percent of broken dental appointments (visits)

The remainder of this page is intentionally left blank

NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

Community-Based Oral Health Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Easter Seals New Hampshire

**ADDRESS: 555 Auburn Street
Manchester, NH 03103**

**Senior Vice-President, Programs: Arlene Kershaw
TELEPHONE: (603) 621-3558**

Vendor #177204-B005

Job #90072003

Appropriation #05-95-90-902010-4527-102-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$71,200 for oral health initiatives, funded from 44.7% Federal funds from the Centers for Disease Control (CDC) (CFDA #93.991) and 55.3% from General funds.

TOTAL: \$71,200

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

Contractor Initials: ET

Date: 3/11/2013

7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

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ET

3/11/03

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

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

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

Contractor Initials: ET
Date: 3/11/2013

NH Department of Health and Human Services

Standard 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 to 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 5151-51-5160 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 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 certification 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

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) 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);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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)

555 Auburn St. Manchester, NH 03103

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

Easter Seals New Hampshire **From:** July 1, 2013 or date of G&C Approval, whichever is later **To:** June 30, 2015
Contractor Name **Period Covered by this Certification**

Elin Treanor, CFO/COO
Name and Title of Authorized Contractor Representative


Contractor Representative Signature

3/11/2013
Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

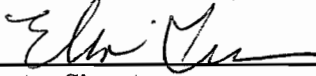
- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

Contract Period: July 1, 2013 or date of G&C Approval, whichever is later, through June 30, 2015

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

	<i>COD/CFD</i>
Contractor Signature	Contractor's Representative Title

Easter Seals New Hampshire	<i>3/11/2013</i>
Contractor Name	Date

NH Department of Health and Human Services

Standard 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 transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS


1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
 - c. 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
 - d. 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.
2. 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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 Signature	COO / CFO Contractor's Representative Title
Easter Seals New Hampshire Contractor Name	3/11/2013 Date

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Contractor Signature

COD / CFO

Contractor's Representative Title

Easter Seals New Hampshire

Contractor Name

3/11/2013

Date

NH Department of Health and Human Services

STANDARD 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.



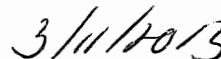
Contractor Signature



Contractor's Representative Title

Easter Seals New Hampshire

Contractor Name



Date

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

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

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

DIVISION OF PUBLIC HEALTH SERVICES

Easter Seals New Hampshire

The State Agency Name

Name of Contractor



Signature of Authorized Representative

Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

Elin Treanor

Name of Authorized Representative

Name of Authorized Representative

BUREAU CHIEF

CFO/COO

Title of Authorized Representative

Title of Authorized Representative

3/30/2013

3/11/2013

Date

Date

NH Department of Health and Human Services

STANDARD 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 Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award 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:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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 Sub-award 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 Representative Signature)

Elin Treanor, CFO/COO

(Authorized Contractor Representative Name & Title)

Easter Seals New Hampshire

(Contractor Name)

3/11/2013

(Date)

NH Department of Health and Human Services

STANDARD 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: 08-557-3467

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, sub-grants, and/or cooperative agreements?

X NO YES

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

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

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

NO YES

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

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

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

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

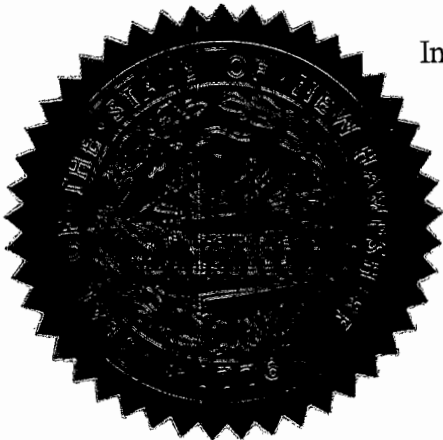
Name:

Amount:

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Easter Seals New Hampshire, Inc. is a New Hampshire nonprofit corporation formed November 6, 1967. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2013

A handwritten signature in cursive script that reads "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF VOTE/AUTHORITY

I, Betty Burke, of Easter Seals New Hampshire, Inc., do hereby certify that:

1. I am the duly elected Assistant Secretary of Easter Seals New Hampshire, Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on March 28, 2012:

RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: The president, chief financial officer and chief human resources officer of the corporation, or any one of them acting alone, is hereby authorized on behalf of this corporation 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 he/she may deem necessary, desirable or appropriate.

ELIN TREANOR is the duly elected COO/CFO of the corporation.

3. The foregoing resolution has not been amended or revoked and remains in full force and effect as of MARCH 11, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Secretary of the corporation this 11th day of MARCH, 2013.

Betty Burke

Betty Burke, Assistant Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of March 2013 by Betty Burke.

Diane L Boulay
Notary Public/Justice of the Peace

My Commission Expires: DIANE L BOULAY, Notary Public
My Commission Expires September 3, 2013



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/26/2012

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

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

PRODUCER USI Insurance Svcs of NE, Inc. PO Box 6360 Manchester, NH 03108-6360 603 625-1100	CONTACT NAME: PHONE (A/C, No, Ext): 603 625-1100		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Easter Seals NH, Inc. Easter Seals NY, Inc. 555 Auburn Street Manchester, NH 03103	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Insurance Company		23850
	INSURER B : Liberty Mutual Insurance Co.		23043
	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	ADDLSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY		PHPK914096	09/01/2012	09/01/2013	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY	\$1,000,000	
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					GENERAL AGGREGATE	\$3,000,000	
						PRODUCTS - COMP/OP AGG	\$3,000,000	
							\$	
A	AUTOMOBILE LIABILITY		PHPK914096	09/01/2012	09/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		PHUB394930	09/01/2012	09/01/2013	EACH OCCURRENCE	\$15,000,000	
	EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR				AGGREGATE	\$15,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC7611258839013	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y/N					E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Blanket-EDP RC Value		PHPK914096	09/01/2012	09/01/2013	\$3,019,050-\$500 Ded. Special Form Incl Theft		

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

****Supplemental Names****

Easter Seals NY, Inc., Easter Seals ME, Inc., STS, Inc., Agency Realty, Inc., Easter Seals Rhode Island, Inc., The Harbor Schools, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc., Easter Seals CT, Inc., Webster Place Center, Inc., - The General Liability policy includes a blanket automatic Additional Insured endorsement that provides Additional Insured and a Blanket (See Attached Descriptions)

CERTIFICATE HOLDER Director, Division of Public Health Services, NH DHHS 29 Hazen Drive 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
---	--

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

Consolidated Financial Statements and
Other Financial Information

*Years Ended August 31, 2012 and 2011
With Independent Auditors' Report*

BAKER | NEWMAN | NOYES

Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

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

We have audited the accompanying consolidated statements of financial position of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) as of August 31, 2012 and 2011, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended. These consolidated financial statements are the responsibility of Easter Seals NH's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing 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 over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Easter Seals New Hampshire, Inc. and Subsidiaries as of August 31, 2012 and 2011, and the consolidated changes in their net assets and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated December 12, 2012 on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and 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 internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

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

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information identified in the contents is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, 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 consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Manchester, New Hampshire
December 12, 2012

Baker *Neuman* & *Noyes*
Limited Liability Company

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions	\$ 1,529,794	\$ 370,723	\$ 62,323	\$ 1,962,840
Special events, net of related direct costs of \$618,599	1,114,326	71,451	-	1,185,777
Annual campaigns, net of related direct costs of \$79,441	445,604	32,367	-	477,971
Bequests	127,761	-	-	127,761
Net assets released from restrictions	<u>482,671</u>	<u>(482,671)</u>	<u>-</u>	<u>-</u>
Total public support	3,700,156	(8,130)	62,323	3,754,349
Revenue:				
Fees and grants from governmental agencies	64,356,494	-	-	64,356,494
Other fees and grants	26,783,639	-	-	26,783,639
Sales to public	4,057,412	-	-	4,057,412
Dividend and interest income	680,465	3,635	-	684,100
Rental income	140,373	-	-	140,373
Other	<u>642,262</u>	<u>-</u>	<u>-</u>	<u>642,262</u>
Total revenue	<u>96,660,645</u>	<u>3,635</u>	<u>-</u>	<u>96,664,280</u>
Total public support and revenue	100,360,801	(4,495)	62,323	100,418,629
Operating expenses:				
Program services:				
Public health education	595,634	-	-	595,634
Professional education	22,251	-	-	22,251
Direct services	<u>88,415,347</u>	<u>-</u>	<u>-</u>	<u>88,415,347</u>
Total program services	89,033,232	-	-	89,033,232
Supporting services:				
Management and general	8,700,472	-	-	8,700,472
Fundraising	<u>1,882,355</u>	<u>-</u>	<u>-</u>	<u>1,882,355</u>
Total supporting services	<u>10,582,827</u>	<u>-</u>	<u>-</u>	<u>10,582,827</u>
Total functional expenses	99,616,059	-	-	99,616,059
Support of National programs	<u>134,887</u>	<u>-</u>	<u>-</u>	<u>134,887</u>
Total operating expenses	<u>99,750,946</u>	<u>-</u>	<u>-</u>	<u>99,750,946</u>
Increase (decrease) in net assets from operations	609,855	(4,495)	62,323	667,683

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 4,402,187	\$ 5,017,529
Accounts receivable from affiliates	441,980	223,162
Program and other accounts receivable, less contractual allowance of \$131,500 in 2012 and \$219,900 in 2011, and allowance for doubtful accounts of \$395,000 in 2012 and \$1,041,500 in 2011	9,321,570	10,226,883
Contributions receivable, less allowance for doubtful accounts of \$25,000 in 2012 and \$25,600 in 2011	491,729	319,711
Current portion of assets limited as to use	458,005	842,144
Prepaid expenses and other current assets	<u>1,304,173</u>	<u>1,074,366</u>
Total current assets	16,419,644	17,703,795
Assets limited as to use, net of current portion	5,017,773	5,799,466
Fixed assets, net	25,132,481	25,368,864
Property held for sale	910,171	505,256
Bond issuance costs, net	254,390	290,808
Investments, at fair value	13,005,757	11,811,775
Beneficial interest in trusts held by others and other assets	<u>6,620,011</u>	<u>5,252,717</u>
	<u>\$67,360,227</u>	<u>\$66,732,681</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Lines of credit	\$ 1,982,604	\$ 648,463
Accounts payable	2,630,935	3,613,387
Accrued expenses	4,362,192	3,731,257
Accounts payable to affiliates	-	314,557
Rate reserves	435,008	1,091,579
Current portion of deferred revenue	1,757,283	1,374,854
Current portion of interest rate swap agreements	734,470	726,083
Current portion of long-term debt	<u>746,716</u>	<u>774,891</u>
Total current liabilities	12,649,208	12,275,071
Deferred revenue, net of current portion	3,778,487	3,867,560
Other liabilities	1,168,659	1,151,944
Interest rate swap agreements, less current portion	4,401,508	3,315,362
Long-term debt, less current portion	<u>22,923,934</u>	<u>24,530,741</u>
Total liabilities	44,921,796	45,140,678
Net assets:		
Unrestricted	11,937,759	11,503,651
Temporarily restricted	598,750	594,327
Permanently restricted	<u>9,901,922</u>	<u>9,494,025</u>
Total net assets	<u>22,438,431</u>	<u>21,592,003</u>
	<u>\$67,360,227</u>	<u>\$66,732,681</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

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

Year Ended August 31, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other nonoperating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ (1,262,396)	\$ -	\$ -	\$ (1,262,396)
Net unrealized and realized gains on investments	562,646	6,681	-	569,327
Increase in fair value of beneficial interest in trusts held by others	-	-	345,574	345,574
Gain on sales and disposals of property, plant and equipment	<u>4,442</u>	<u>-</u>	<u>-</u>	<u>4,442</u>
	<u>(695,308)</u>	<u>6,681</u>	<u>345,574</u>	<u>(343,053)</u>
 (Decrease) increase in net assets before effects of discontinued operations	 (85,453)	 2,186	 407,897	 324,630
 Gain from discontinued operations	 <u>519,561</u>	 <u>2,237</u>	 <u>-</u>	 <u>521,798</u>
 Total increase in net assets	 434,108	 4,423	 407,897	 846,428
 Net assets at beginning of year	 <u>11,503,651</u>	 <u>594,327</u>	 <u>9,494,025</u>	 <u>21,592,003</u>
 Net assets at end of year	 <u>\$ 11,937,759</u>	 <u>\$ 598,750</u>	 <u>\$ 9,901,922</u>	 <u>\$ 22,438,431</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2011

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions	\$ 963,732	\$ 455,661	\$ 22,145	\$ 1,441,538
Special events, net of related direct costs of \$481,329	1,105,477	81,197	-	1,186,674
Annual campaigns, net of related direct costs of \$69,773	477,678	52,524	-	530,202
Bequests	73,533	-	-	73,533
Net assets released from restrictions	<u>1,113,409</u>	<u>(1,113,409)</u>	<u>-</u>	<u>-</u>
Total public support	3,733,829	(524,027)	22,145	3,231,947
Revenue:				
Fees and grants from governmental agencies	56,865,518	-	-	56,865,518
Other fees and grants	29,698,053	-	-	29,698,053
Start-up programs	161,178	-	-	161,178
Sales to public	3,610,166	-	-	3,610,166
Dividend and interest income	620,764	2,157	-	622,921
Rental income	141,855	-	-	141,855
Other	<u>542,808</u>	<u>-</u>	<u>-</u>	<u>542,808</u>
Total revenue	<u>91,640,342</u>	<u>2,157</u>	<u>-</u>	<u>91,642,499</u>
Total public support and revenue	95,374,171	(521,870)	22,145	94,874,446
Operating expenses:				
Program services:				
Public health education	622,395	-	-	622,395
Professional education	22,136	-	-	22,136
Program start-up	595,904	-	-	595,904
Direct services	<u>82,245,658</u>	<u>-</u>	<u>-</u>	<u>82,245,658</u>
Total program services	83,486,093	-	-	83,486,093
Supporting services:				
Management and general	8,586,344	-	-	8,586,344
Fundraising	<u>1,853,986</u>	<u>-</u>	<u>-</u>	<u>1,853,986</u>
Total supporting services	<u>10,440,330</u>	<u>-</u>	<u>-</u>	<u>10,440,330</u>
Total functional expenses	93,926,423	-	-	93,926,423
Support of National programs	<u>123,151</u>	<u>-</u>	<u>-</u>	<u>123,151</u>
Total operating expenses	<u>94,049,574</u>	<u>-</u>	<u>-</u>	<u>94,049,574</u>
Increase (decrease) in net assets from operations	1,324,597	(521,870)	22,145	824,872

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

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

Year Ended August 31, 2011

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other nonoperating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ (693,108)	\$ -	\$ -	\$ (693,108)
Net unrealized and realized gains on investments	386,226	556,612	-	942,838
Increase in fair value of beneficial interest in trusts held by others	-	-	292,764	292,764
Gain on sales and disposals of property, plant and equipment	<u>200,277</u>	<u>-</u>	<u>-</u>	<u>200,277</u>
	<u>(106,605)</u>	<u>556,612</u>	<u>292,764</u>	<u>742,771</u>
 Increase in net assets before effects of discontinued operations	 1,217,992	 34,742	 314,909	 1,567,643
Loss from discontinued operations	<u>(699,038)</u>	<u>1,795</u>	<u>-</u>	<u>(697,243)</u>
Total increase in net assets	518,954	36,537	314,909	870,400
Net assets at beginning of year	<u>10,984,697</u>	<u>557,790</u>	<u>9,179,116</u>	<u>20,721,603</u>
Net assets at end of year	<u>\$ 11,503,651</u>	<u>\$ 594,327</u>	<u>\$ 9,494,025</u>	<u>\$ 21,592,003</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2012

	Program Services ⁽¹⁾			Supporting Services ⁽¹⁾		Total	Total Program ⁽¹⁾ and Supporting Services Expenses	
	Public Health Education	Profes- sional Education	Direct Services	Manage- ment and General	Fund- Raising		2012	2011
Salaries and related expenses	\$410,255	\$ -	\$66,615,399	\$5,325,167	\$1,484,914	\$ 6,810,081	\$73,835,735	\$68,238,467
Professional fees	28,453	-	7,912,975	1,805,957	147,870	1,953,827	9,895,255	10,326,930
Supplies	19,338	-	2,644,802	75,986	28,736	104,722	2,768,862	2,664,523
Telephone	4,481	-	555,203	279,767	17,335	297,102	856,786	780,913
Postage and shipping	8,989	-	61,909	57,279	7,557	64,836	135,734	151,684
Occupancy	13,215	-	3,673,690	351,611	74,429	426,040	4,112,945	3,841,843
Outside printing, artwork and media	30,200	-	48,232	8,812	33,907	42,719	121,151	160,075
Travel	12,938	-	2,609,811	41,212	42,002	83,214	2,705,963	2,539,798
Conventions and meetings	43,700	22,251	240,350	57,522	31,564	89,086	395,387	544,211
Specific assistance to individuals	159	-	905,881	7,200	971	8,171	914,211	945,800
Dues and subscriptions	1,043	-	29,604	9,711	5,024	14,735	45,382	32,917
Minor equipment purchases and equipment rental	5,237	-	288,348	398,836	3,016	401,852	695,437	624,632
Ads, fees and miscellaneous	17,164	-	186,451	(147,690)	1,135	(146,555)	57,060	146,005
Interest	-	-	993,214	230,351	-	230,351	1,223,565	968,663
Bad debt provision	-	-	44,571	-	1,773	1,773	46,344	320,170
Depreciation and amortization	462	-	1,604,907	198,751	2,122	200,873	1,806,242	1,639,792
	\$595,634	\$22,251	\$88,415,347	\$8,700,472	\$1,882,355	\$10,582,827	\$99,616,059	\$93,926,423
	0.60%	0.02%	88.76%	8.73%	1.89%	10.62%	100.00%	100.00%

(1) Excludes expenses related to discontinued operations -- see note 13.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2011

	Program Services ⁽²⁾			Supporting Services ⁽²⁾		Total Program ⁽²⁾ and Supporting Services Expenses
	Public Health Education	Professional Education	Direct Services ⁽¹⁾	Management and General	Fund-Raising	
Salaries and related expenses	\$372,229	\$ -	\$61,537,327	\$4,931,782	\$1,397,129	\$68,238,467
Professional fees	74,182	-	8,170,778	2,036,263	119,889	10,326,930
Supplies	18,991	-	2,547,508	72,394	25,630	2,664,523
Telephone	4,534	-	525,740	234,923	15,716	780,913
Postage and shipping	9,392	-	66,348	58,662	17,282	151,684
Occupancy	13,863	-	3,406,398	332,807	88,775	3,841,843
Outside printing, artwork and media	33,078	-	71,082	12,126	43,789	160,075
Travel	16,463	-	2,425,088	46,914	51,333	2,539,798
Conventions and meetings	56,100	22,136	330,725	83,336	51,914	544,211
Specific assistance to individuals	-	-	939,437	6,363	-	945,800
Dues and subscriptions	203	-	20,309	8,290	4,115	32,917
Minor equipment purchases and equipment rental	3,055	-	371,333	243,127	7,117	624,632
Ads, fees and miscellaneous	17,765	-	115,084	11,537	1,619	146,005
Interest	-	-	770,298	198,365	-	968,663
Bad debt provision	2,100	-	289,968	-	28,102	320,170
Depreciation and amortization	440	-	1,328,321	309,455	1,576	1,639,792
	<u>\$622,395</u>	<u>\$22,136</u>	<u>\$82,841,562</u>	<u>\$8,586,344</u>	<u>\$1,853,986</u>	<u>\$93,926,423</u>
	0.66%	0.02%	88.20%	9.15%	1.97%	100.00%
			88.88%			11.12%

(1) Includes program start-up expenses.

(2) Excludes expenses related to discontinued operations - see note 13.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Cash flows from operating activities:		
Increase in net assets	\$ 846,428	\$ 870,400
Adjustments to reconcile increase in net assets to net cash (used) provided by operating activities:		
Depreciation and amortization	1,897,233	1,827,293
Bad debt provision	46,344	404,756
Increase in beneficial interest in trusts held by others	(345,574)	(292,764)
Gain on sales and disposals of property, plant and equipment and property held for sale	(2,024,351)	(135,268)
Change in fair value of interest rate swaps	1,254,211	678,470
Net unrealized and realized gains on investments	(569,327)	(943,568)
Changes in operating assets and liabilities:		
Accounts receivable from affiliates	(218,818)	319,917
Program and other accounts receivable	858,969	675,629
Contributions receivable	(172,018)	(64,208)
Prepaid expenses and other current assets	(203,018)	(207,610)
Other assets	(723,547)	-
Accounts payable and accrued expenses	(405,642)	942,895
Accounts payable to affiliates	(314,557)	314,557
Rate reserve	(656,571)	207,970
Deferred revenue	(938,226)	(1,132,800)
Other liabilities	<u>16,715</u>	<u>238,967</u>
Net cash (used) provided by operating activities	(1,651,749)	3,704,636
Cash flows from investing activities:		
Purchases of property, plant and equipment	(1,794,331)	(5,668,528)
Proceeds from sale of property, plant and equipment and property held for sale	3,034,938	1,280,638
Cash provided by acquisition	227,830	-
Increase in investments, net	(624,655)	(1,049,731)
Change in assets limited as to use	<u>1,165,832</u>	<u>(900,963)</u>
Net cash provided (used) in investing activities	2,009,614	(6,338,584)
Cash flows from financing activities:		
Repayment of long-term debt	(2,508,652)	(1,606,999)
Issuance of long-term debt	360,982	5,391,471
Payment for termination of interest rate swap	(159,678)	-
Repayments on lines of credit	(26,040,436)	(17,928,961)
Borrowings on lines of credit	27,374,577	17,987,920
Bond issuance costs	<u>-</u>	<u>(196,969)</u>
Net cash (used) provided by financing activities	<u>(973,207)</u>	<u>3,646,462</u>
(Decrease) increase in cash and cash equivalents	(615,342)	1,012,514
Cash and cash equivalents, beginning of year	<u>5,017,529</u>	<u>4,005,015</u>
Cash and cash equivalents, end of year	<u>\$ 4,402,187</u>	<u>\$ 5,017,529</u>

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

August 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Supplemental disclosure of cash flow information:		
Interest paid, net of capitalized interest of approximately \$104,000 in 2011 (none in 2012)	\$ <u>1,225,000</u>	\$ <u>1,068,000</u>

During 2012 and 2011, Easter Seals NH transferred property with a net carrying value of \$1,513,272 and \$50,883, respectively, from fixed assets to property held for sale. Additionally, Easter Seals NH sold property held for sale with a net carrying value of \$1,108,357 in 2012 (see note 13). During 2012, Easter Seals NH received a donated building with an estimated fair value of \$1,100,000, which has been recorded as deferred revenue (see note 5). See also acquisition described in note 12.

See accompanying notes.



Larry J. Gammon
President/CEO

Creating solutions, changing lives.

Easter Seals New Hampshire

555 Auburn Street
Manchester, NH 03103-4800
603.623.8863 phone/tdd
603.625.1148 fax
www.eastersealsnh.org



Mission:

Easter Seals provides exceptional services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.



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Easter Seals New Hampshire, Inc.
2013 Board of Directors
555 Auburn Street, Manchester, NH 03103

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Dennis Beaulieu
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KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division of Public Health Services

Agency Name: Easter Seals New Hampshire

Name of Bureau/Section: Community Health Services/Oral Health

BUDGET PERIOD:	SFY 2014	July 1, 2013 - June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Larry Gammon, President & CEO	\$352,852	0.00%	\$0.00
Elin Treanor, Chief Operating Officer & CFO	\$240,000	0.00%	\$0.00
Tina Sharby, Chief Human Resource Officer	\$140,000	0.00%	\$0.00
Arlene Kershaw, Sr Vp Program Svcs	\$105,000	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

BUDGET PERIOD:	SFY 2015	July 1, 2014 - June 30, 2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Larry Gammon, President & CEO	\$352,852	0.00%	\$0.00
Elin Treanor, Chief Operating Officer & CFO	\$240,000	0.00%	\$0.00
Tina Sharby, Chief Human Resource Officer	\$140,000	0.00%	\$0.00
Arlene Kershaw, Sr Vp Program Svcs	\$105,000	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

Larry J. Gammon
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Employment

7/88 to Present President, Chief Executive Officer

A member of Easter Seals National, the Agency is a comprehensive, multi-facility organization with services throughout New Hampshire, Vermont, New York, Maine, Rhode Island, and Connecticut. Employing over 2000 persons, and operating in excess of 100 million dollars, the Agency has services in Vocational, Educational, Residential, Clinical, Medical, Camping/Recreational, Veterans and Substance Abuse. Position reports to the Chairman of the Board of Directors.

6/85 – 7/88 Executive Vice President
Vice President

8/75 – 6/85 Deputy Executive Director
Easter Seal Society/Goodwill Industries of New Hampshire/Vermont

In progressive management experiences, guided the Agency's programs through a growth from 1+ million dollar budget, and status as one of the most comprehensive service organizations in the country.

Directly responsible to the Executive Director, later President, for supervision of all professional programs of the comprehensive rehabilitation centers, with CARF accreditation in Audiology, Speech Pathology, Social Adjustment, Physical Restoration and Vocational Adjustment. In addition, the Society operates a large day school for handicapped pupils, 3 work adjustment center/sheltered workshops, a comprehensive camping program, retail sales outlets, and a pupil transportation program of 75 students per day. Duties included, but were not limited to, hiring and supervision of staff, program development, budget development and control, procuring funding, and staffing of various Board committees.

9/71 – 8/75 New Hampshire Easter Seal Society for Crippled Children & Adults, Inc.
870 Hayward St.
Manchester, NH 03103

Position: Facilities Director, Easter Seal School

Program Development, supervision and recruitment of staff, screening of pupils; developing budget, and securing funding.

9/70 – 7/71 New Hampshire Department of Education
Keene Public Schools
Keene, NH 03431

Position: Special Education Consultant

1 year study of special education needs of 6 small towns in New Hampshire. Responsible to 6 school boards and the New Hampshire Department of Special Education, Title VI-B Grant.

2/69 – 8/70 Gary Public Schools
Gary, IN

Position: Teacher, Special Education

Classroom teacher, M.R. Summer program for trainable M.R.

9/67 – 1/69 Charlottesville Public Schools
Charlottesville, VA

Position: Teacher M.R. – Department Chairman

Teacher, pre-vocational services, Department Chairman for Junior High age M.R. Director, Summer project (7/68), Title I.

Education

9/62 – 8/66 University of Virginia, Charlottesville, VA
B.S. in Special Education, emphasis in Mental Retardation. All undergraduate courses were at the Master's Level. Dean's List, Junior & Senior years.

9/66 –8/67 University of Virginia, Charlottesville, VA
36 hours of Graduate School of Education, emphasis in Administration, Testing & Evaluation and Research. Full time graduate scholarship.

Service

National

Chairman, Board of Trustees, CARF, 1990-1991
Member, Board of Trustees, CARF, 1985-1991
Medders Award, Outstanding Easter Seals Executive, 1995
President, Easter Seals Leadership Association, 1998-2000

Local

Queen City Rotary Club, Member
Serenity Place, Board of Directors
Mayor's Task Force/Senior Services
Hillcrest Terrace, Board of Directors
CEO Council
Dartmouth Hitchcock Medical Center – Assembly of Overseers
YMCA Disability Council

Recognition

Non-Profit Business of the Year, *Business NH Magazine*, 2010
Non-Profit Business of the Year, *Business NH Magazine*, 2005
Non-Profit Business of the Decade, *Business NH Magazine*, 2000
Non-Profit Business of the Year, *Business NH Magazine*, 1994

Elin Treanor
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

CAREER SUMMARY:

Leadership, management and teamwork involving all business related functions and administration. Major emphasis on providing high quality and cost effective services to customers.

SKILLS & EXPERIENCE:

- Accounting, financial reporting, budgeting, internal controls, auditing, cost reporting, variance analysis, accounts payable, purchasing and payroll
- Cash management, investments, borrowing, banking relationships
- Billing, receivables, collections, funding sources, third party reimbursement
- Insurances, contracts, grants, legal issues
- Policies and procedures development, problem solving
- Financial training and consultation
- Strategic and business planning
- Liaison with Board of Directors and Committees

WORK HISTORY:

- | | |
|----------------|---|
| 2012 – Present | Easter Seals New Hampshire, Inc., Manchester, NH
<u>Chief Operating Officer/Chief Financial Officer</u>
Oversee all program and fiscal management of multi-corporate, multi-state entity. |
| 1994 – 2012 | Easter Seals New Hampshire, Inc., Manchester, NH
<u>Senior Vice President & Chief Financial Officer</u>
Oversee fiscal management for 100 million-dollar budget size, multi-corporate, multi-state entity. Also, responsible for reception, maintenance, customer service functions. |
| 1988 – 1994 | Easter Seal Society of NH, Inc., Manchester, NH
<u>Vice President of Finance</u>
Responsible for finance functions and information systems agency wide. Instrumental in major financial turnaround from \$600,000 deficit in 1988 to \$100,000 surplus in 1989 and surpluses every year thereafter. |
| 1984 – 1988 | Easter Seal Society of NH, Inc., Manchester, NH
<u>Controller</u>
Promoted to position with added responsibilities of managing billing function and staff. Converted financial applications to integrated automated systems. Involved in corporate |

reorganizations to multiple entities and external corporate mergers and acquisitions.

- 1982 – 1984 Easter Seal Society of NH, Inc., Manchester, NH
Chief Accountant
Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit work, procedures and monitoring systems.
- 1981 – 1982 Easter Seal Society of NH, Inc., Manchester, NH
Accountant
Promoted to take charge of general ledger, reconciliations and financial reporting. Established chart of accounts, fund accounting system and internal controls.
- 1980 – 1981 Easter Seal Society of NH, Inc., Manchester, NH
Internal Auditor
Handled accounts payable, cash flow, grant billing and review of general ledger accounts.
- 1974 – 1980 Marshalls, Peabody, MA
Senior Clerk
Worked as cashier, customer service representative and bookkeeper, while attending college.

EDUCATION:

- 1989 New Hampshire College, Hooksett, NH
Masters in Business Administration
- 1980 Bentley College, Waltham, MA
Bachelor of Science, Accounting Major
- 1977 North Shore Community College, Beverly, MA
Associates Degree, Accounting Major

SERVICE:

National Easter Seals:
Leader of Northeast Region Chief Financial Officers
Treasurer of Northeast Region Leadership Association
Past Chairman of the Quality Council

Tina M. Sharby, PHR
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

Areas of expertise include:

Strong analytical and organizational skills
Ability to manage multiple tasks simultaneously
Employment Law and Regulation Compliance
Strategic management, mergers and acquisitions

Problem solving and complaint resolution
Policy development and implementation
Compensation and benefits administration

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

**Senior Vice President Human Resources
Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center
1998- 2012**

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for-profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

**Human Resources Director
Moore Center Services, Inc., Manchester, NH
1986-1998**

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

EDUCATION

Bachelor of Science Degree, Keene State College, 1986
Minor in Human Resources and Safety Management
MS Organizational Leadership, Southern NH University (in process)

ORGANIZATIONS

Manchester Area Human Resource Association
Diversity Chair 2010
Society for Human Resource Management
BIA Human Resources
Health Care & Workforce Development Committee 2009, 2010

ARLENE L. KERSHAW

Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

SENIOR VICE PRESIDENT PROGRAMS, Easter Seals NH 2012 - present

PREVIOUS EMPLOYMENT:

Easter Seals NH, Manchester, NH, VP SENIOR SERVICES AND MEDICAL REHABILITATION, 2009- 2012

Easter Seals NH, Manchester, NH, DIRECTOR SENIOR SERVICES, 1997 - 2009

Southern NH Regional Medical Center, Nashua, NH, MANAGER, 55 Plus Program

New Hampshire College, Manchester, NH, INSTRUCTOR, Sociology and Psychology

Jewish Community Center, Manchester, NH, SENIOR CITIZEN COORDINATOR

Jewish Community Center, Manchester, NH, EXECUTIVE DIRECTOR

New England College, Henniker, NH, INSTRUCTOR, Sociology

EDUCATION:

University of Kansas, Lawrence, Kansas, M.A. in Sociology, 1973

Northeastern University, Boston, Massachusetts, B.A. with honors in Sociology, 1971

OTHER ACCOMPLISHMENTS AND AFFILIATIONS

National ES Caregivers Spokesperson Network Representative

Robert Wood Johnson National Summit panelist, Washington, DC, 2009

National Family Caregivers Evaluation Technical Advisory Group, AoA, Washington, DC, 2009

ES Outstanding Staff Volunteer, 2008

Ruth Von Behren Award Recipient, 2007 National Adult Day Association

Choices for Independence: A National Leadership Summit, Washington, DC, 2006.

NH Gubernatorial Alternate Delegate, 2005 White House Conference on Aging

NH State Conference on Aging, Co-chair 2005 and 2006

"Innovations in Senior Services" Award, Manchester Regional Area Committee on Aging

Adult and Senior Service Team of National Easter Seals (Chairperson)

National Easter Seals Adult Day Consultant

NH Gubernatorial Delegate, 1995 White House Conference on Aging

PRESENTATIONS AND SPECIAL PROJECTS

"Easter Seals Home and Community Based Services Summit", Washington DC

"Building Bridges Across Program and Organizational Silos", Community Innovations for Aging in Place

National Advisory Committee, Washington DC

"Care Transitions in NH – Making it Work in Your Community", Concord, NH

"Innovations for Aging in Place: Partnering with Hospitals to Keep Older Adults at Home", ASA, San Francisco, CA

Seniors Count Resource Guide, Manchester, NH

"Imagine a Senior-Friendly Community forum" Dartmouth Community Medical School community series, Manchester, NH

"Creative Change: Using Community Partnerships to Strengthen Long Term Care", ASA/NCOA Chicago

"Seniors Count: Changing the Face of Aging", ASA/NCOA, San Francisco, CA

"Special Programs for Niche Adult Day Services", ASA/NCOA, Denver, CO

"Services for Memory Loss", NH Public Television, Durham, NH

"Partnering for Success: Best Practice in Adult Day Services", CARF Conference, Tucson, Arizona

"Adaptive Equipment, Adult Day Care and Respite Care", AARP Services, Concord, N. H

"Life After Stroke: Sharing Ideas for Success", NH Stroke Rehabilitation Conference

“Assisted Living as Program Opportunity”, Easter Seals Regional Meeting, Baltimore, MD
“Adult and Senior Services”, Easter Seals National Conference, San Francisco, CA
“Recreation and Leisure Time, Making the Most Out of Retirement”, Assistive Technology Series, NH
“Summary Report on White House Conference on Aging”, State Council on Aging, Concord NH
“White House Conference on Aging Delegation Panel Debriefing”, Optima Health, Manchester NH
“White House Conference: The Results”, WMUR Radio, Concord, NH
“Aging: Attitudes and Tools for Assistance”, Access Technology Expo
“Sensitivity to Senior Issues in a Medical Setting”, Renal Nurses Conference
“21st Century Caregiving” Guest Writer for monthly Senior Beacon

Grants:

“Seniors Count Coordination Initiative”, Community Innovations for Aging in Place, AoA
“Seniors Count Replication Grant”, Transformation Grant, CMS
“Seniors Count Flex Fund” Mary Gale Foundation
“Seniors Count Community Liaison” Mary Gale Foundation
“Seniors Count Policy Initiative”, Endowment for Health Foundation
“Program Management for Seniors Count”, Pearl Manor Fund
“Seeing Seniors”, community partner with NHPTV, Benton Foundation
“Intergenerational Shared Site Seed Grant”, Generations United
“Seniors Count”, Community Partnerships for Older Adults, Robert Wood Johnson Foundation
“Seniors Count: Changing the Face of Aging”, Endowment for Health Foundation
“Adult Day for Early Stage Alzheimer’s”, Brookdale Foundation
“Minority Needs for Alzheimer’s Disease and Related Disorders”, NH DHHS
“Train the Trainer for Alzheimer’s Disease and Related Disorders, NH DHHS
“ServiceLink Information and Supportive Referral”, NH DHHS
“NH Nursing Home Transition”, NH DHHS
“Caregiver Support and Respite”, Easter Seals, National
“Gadgets, Gizmos and Thingamabobs”, NH Health Care Transition Fund

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Easter Seals New Hampshire

Budget Request for: Community-Based Services

(Name of RFP)

Budget Period: July, 1, 2013 to June 30, 2014

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 25,841.00	\$ 2,584.00	\$ 28,425.00	
2. Employee Benefits	\$ 6,977.00	\$ 698.00	\$ 7,675.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 32,818.00	\$ 3,282.00	\$ 36,100.00	

Indirect As A Percent of Direct

10.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)

\$ 36,100.00

Reconciliation - (this line must be equal to or greater than \$0)

\$ -

ET
3/11/2013

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Easter Seals New Hampshire

Budget Request for: Community-Based Oral Health Services
(Name of RFP)

Budget Period: July 1, 2014 to July 1, 2015

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 25,125.00	\$ 2,513.00	\$ 27,638.00	
2. Employee Benefits	\$ 6,784.00	\$ 678.00	\$ 7,462.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 31,909.00	\$ 3,191.00	\$ 35,100.00	

Indirect As A Percent of Direct

10.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	\$ 35,100.00
Reconciliation - (this line must be equal to or greater than \$0)	\$ -

ET
3/11/2015

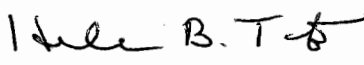
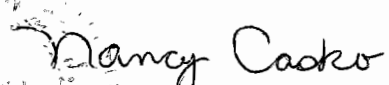
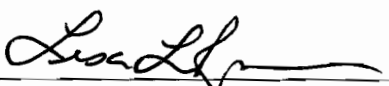
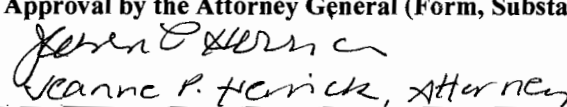
Subject: Community and school-based oral health services for underserved individuals in the Families First service area

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Families First of the Greater Seacoast		1.4 Contractor Address 100 Campus Drive, Suite 12 Portsmouth, NH 03801	
1.5 Contractor Phone Number (603) 422-8208 Ext. 120	1.6 Account Number 05-95-90-902010-4527-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$102,668
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Helen B. Taft, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>3/12/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		My Commission Expires March 7, 2017	
1.13.2 Name and Title of Notary or Justice of the Peace Nancy Casko, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: <u>28 May 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

Community & School-Based Oral Health Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Families First of the Greater Seacoast

ADDRESS: 100 Campus Drive, Suite 12
Portsmouth, NH 03801

Executive Director: Helen B. Taft

TELEPHONE: (603) 422-8208 Ext. 120

The Contractor shall provide community-based and school-based oral health services as specified below:

I. General Provisions

The contractor shall provide oral health assessment, preventive services, and referrals for restorative care for low-income, uninsured and underinsured children and adults within the defined service area who don't have regular access to oral health care.

A. The contractor shall use one of the following models to provide the following services:

1. The "clinic model" that provides on-site comprehensive preventive and/or restorative treatment.
2. The "combination clinic voucher model" that provides preventive treatment at one site and provides care coordination to link clients with restorative treatment at another site.

Oral health care services for the targeted population(s) shall include risk assessment, oral screenings with appropriate referrals, oral health education, early diagnosis of oral diseases, preventive care focused on age appropriate dental sealants, links to restorative treatment and disease management. Resources shall be directed to providing evidence-based oral health interventions.

B. Numbers Served

Oral assessments are to be provided to a minimum of 1,900 school students and 1,900 individuals in the dental center throughout each year of the contract term.

C. Eligibility and Income Determination

1. The Contractor shall provide oral health services to low-income, uninsured, and underinsured children and adults within the defined service area who don't have regular access to oral health care. Low-income children and families are defined as < 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year, in the State of New Hampshire.
2. If parental permission forms indicate that the child may be eligible for enrollment in Medicaid, the Contractor shall assist the family to complete the most recent version of the Medicaid enrollment form.

D. Relevant Policies and Guidelines

The community and school-based oral health programs shall:

1. Require no fee for any Medicaid client;
2. Assist eligible families with Medicaid enrollment directly or through referral;
3. Become a Medicaid provider for qualified clients;
4. Provide a sliding fee scale for children from families without Medicaid, SCHIP or private dental insurance;
5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care;
6. Resources shall be directed to evidence-based interventions and;
7. Explore and secure future funding sources.

E. Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

F. State and Federal Laws

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.

3. The contractor shall comply with standards developed by the Occupational Safety and Health Administration (OSHA).

G. Publications Funded Under Contract

1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).

H. Subcontractors

If services required to comply with this Exhibit are provided by a subcontracted agency or provider, the DPHS Oral Health Program must be notified in writing, receive a copy of the subcontract or Memorandum of Agreement (MOA), and approve the subcontract (MOA) prior to its initiation. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

I. Minimal Scope of Core Services

A. Service Requirements

The community and school-based oral health programs shall consist of the following components:

1. Clinical services shall be provided under the supervision of a dentist licensed to practice in New Hampshire.
2. Visual oral screenings or exams by a NH Licensed Dentist or a NH Registered Dental Hygienist with screening results available to clients or to parents of children screened.
3. Oral health educational presentations by health professionals to individuals at chair side or to groups in a classroom setting as part of a health care curriculum.
4. Topical fluoride application as part of a regular preventive routine or, when appropriate, through a school-based fluoride rinse program in schools wishing to participate.
5. A preventive dental sealant program for students through a school-based or school-linked program that assesses risk of dental disease and tooth eruption.
6. With the exception of orthodontic care, the program shall provide assistance in obtaining restorative care for students without an established dental provider.
7. Oral health data collection to support a knowledge base and dental data surveillance system for use in policy development, assessment, and capacity building at state and local levels.
8. Notice to families without access to dental services that a sliding fee scale is available and that no student will be denied school-based dental services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the Oral Health Program prior to initiating any research related to this contract.

B. Staffing Provisions

The Contractor shall be responsible for compliance with the New Hampshire Dental Practice Act. All dental health professionals shall have the appropriate New Hampshire license. The Contractor shall provide the DPHS Oral Health Program with a resume, a copy of the NH license if appropriate, and

job description for any current professional staff in the program and notify the State in writing of any staffing changes, along with a copy of the resume of any new staff hired within one month of date of hire.

Staffing Changes

1. **New Hires:** The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.
2. **Vacancies:** The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

C. Coordination of Services

1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.
2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

D. Meetings and Trainings

The Contractor will be responsible to send staff to meetings and trainings required by the Oral Health Program, including but not limited to the Annual Oral Health Forum and Calibration Clinic for School-Based Hygienists.

II. Quality or Performance Improvement (QI/PI)

A. Workplans

1. Performance Workplans are required bi-annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The workplans are a key component of the Oral Health Program performance-based contracting system and of this contract.
2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health Workplan Progress/Outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.
3. The Contractor shall submit a performance-based workplan with this application for funding and by July 15th of the second contract year.
4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by the Oral Health Program. The Oral Health Program will

provide the Contractor with advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.

B. Data and Reporting Requirements

In addition to Performance Work plans, the Contractor shall submit to the Oral Health Program the following data used to monitor program performance:

1. Work plans and Work plan Outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
2. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff List forms must be completed according to the relevant instructions and submitted as requested by DPHS and, at minimum, by April 30 of each year.
3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
4. A copy of the Sliding Fee Scale shall be submitted by March 1st of each contract year. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.
5. An annual summary of feedback from school administrators, families and providers obtained during the prior contract year and of the method by which the results were obtained must be submitted with the bi-annual work plan.

C. On-Site Reviews

1. The Contractor shall allow a team or person authorized by the Oral Health Program to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.
3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency Performance Work plan.

D. Performance Measures

Community- Based Performance Measures

1. A minimum of 900 pediatric clients (0-less than19 years) shall receive oral screenings
2. A minimum of 900 adult clients (19 and older) shall receive oral screenings
3. Percent of clients receiving prophylaxis
4. Percent of clients receiving restorative treatment
5. Percent of children receiving dental sealants
6. Percent of broken dental appointments (visits)

School-Based Oral Health Performance Measures

1. A minimum of 80% of 2nd and 3rd grade students returning consent forms
2. A minimum of 300 2nd and 3rd grade students shall receive oral screenings
3. Percent of all 2nd and 3rd grade students in the school screened to assess oral health needs
4. Percent of all 2nd and 3rd grade students screened with at least one sealant on a permanent molar
5. 100% of all 2nd and 3rd grade students screened with untreated decay are referred for service
6. Percent of all 2nd and 3rd grade students screened with a history of decay

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NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

Community & School-Based Oral Health Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Families First of the Greater Seacoast

**ADDRESS: 100 Campus Drive, Suite 12
Portsmouth, NH 03801**

**Executive Director: Helen B. Taft
TELEPHONE: (603) 422-8208 Ext. 120**

Vendor #166629-B001

Job #90072003

Appropriation #05-95-90-902010-4527-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$102,668 for oral health initiatives, funded from 44.7% Federal funds from the Centers for Disease Control (CDC) (CFDA #93.991) and 55.3% from General funds.

TOTAL: \$102,668

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

- 8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;
- 8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;
- 8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

15. **Operation of Facilities:** Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply

with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) – 501© (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501©(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

X (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

(2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

NH Department of Health and Human Services

Standard 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 to 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 5151-51-5160 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 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 certification 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**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) 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);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (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;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 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.

Families First of the Greater Seacoast From: July 1, 2013 or date of G&C Approval, whichever is later To: June 30, 2015

Contractor Name

Period Covered by this Certification

Helen B. Taft Executive Director

Name and Title of Authorized Contractor Representative

Helen B. Taft
Contractor Representative Signature

3/13/13
Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

Contract Period: July 1, 2013 or date of G&C Approval, whichever is later, through June 30, 2015

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Helen B. Taft Helen B. Taft, Executive Director
Contractor Signature Contractor's Representative Title

Families First of the Greater Seacoast 3/13/13
Contractor Name Date

NH Department of Health and Human Services

Standard 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 transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

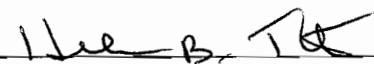
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
 - c. 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
 - d. 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.
2. 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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 Signature	Executive Director Contractor's Representative Title
Families First of the Greater Seacoast Contractor Name	3/13/13 Date

NH Department of Health and Human Services

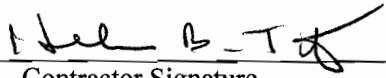
STANDARD EXHIBIT H

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 Signature

Executive Director

Contractor's Representative Title

Families First of the Greater Seacoast

Contractor Name

3/13/13

Date

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

DIVISION OF PUBLIC HEALTH SERVICES

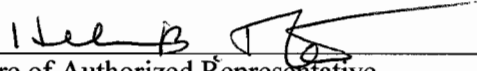
FAMILIES FIRST OF THE GREATER SEACOAST

The State Agency Name

Name of Contractor



Signature of Authorized Representative



Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

Name of Authorized Representative

Helen B. Taft

Name of Authorized Representative

BUREAU CHIEF

Title of Authorized Representative

Executive Director

Title of Authorized Representative

3/30/2013

Date

3/13/13

Date

NH Department of Health and Human Services

STANDARD 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 Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award 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:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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 Sub-award 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.

Helen B. Taft
(Contractor Representative Signature)

Helen B. Taft, Executive Director
(Authorized Contractor Representative Name & Title)

Families First of the Greater Seacoast
(Contractor Name)

9/13/13
(Date)

NH Department of Health and Human Services

STANDARD 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:

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, sub-grants, and/or cooperative agreements?

NO

YES

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

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

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

NO

YES

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

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

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

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

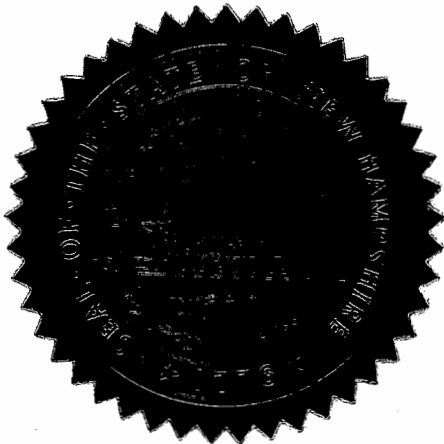
Name:

Amount:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES FIRST OF THE GREATER SEACOAST is a New Hampshire nonprofit corporation formed August 28, 1986. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Patricia Locuratolo, of the Families First of the Greater Seacoast, do hereby certify that:

1. I am the duly elected Chair of Families First of the Greater Seacoast;
2. By Unanimous Consent in Writing in Lieu of the 2012 Annual Meeting, the following are true copies of two resolutions duly adopted by the Board of Directors of the Families First of the Greater Seacoast, in minutes duly dated March 13, 2013.

RESOLVED: That this Corporation may enter into contracts with the State of New Hampshire, acting through its Department of Health and Human Services;

RESOLVED: That the Director of Families First of the Greater Seacoast has the authority 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. Helen B. Taft is the duly appointed Director of Families First of the Greater Seacoast.

3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 13, 2013.

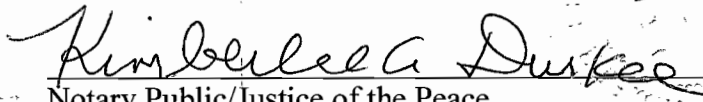
IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of Families First of the Greater Seacoast this 13th day of March 2013.



Patricia Locuratolo, Chair

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 13th day of March, 2013 by Patricia Locuratolo.



Notary Public/Justice of the Peace

My Commission Expires: 4/23/13

Kimberlee A. Durkee
Notary Public
My Commission Expires
April 23, 2013



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2012

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

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

PRODUCER Tobey & Merrill Insurance 20 High Street Hampton NH 03842-2214	CONTACT NAME: Tamie Rhodes CIC CISR PHONE (A/C No. Ext): (603) 926-7655 FAX (A/C No): (603) 926-2135 E-MAIL ADDRESS: tamie@tobeymerrill.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED FAMILIES FIRST OF THE GREATER SEACOAST 100 CAMPUS DR STE 12 Suite 12 PORTSMOUTH NH 03801	INSURER A: Peerless Indemnity 18333	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL12122701545 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BOP8358757	12/29/2012	12/29/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Division of Public Health Services, NH DH 29 Hazen Drive 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 B Lizotte CIC/BRL <i>Barbara R. Fyffe, CIC</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2012

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

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

PRODUCER Tobey & Merrill Insurance 20 High Street Hampton NH 03842-2214	CONTACT NAME: Tamie Rhodes CIC CISR	
	PHONE (A/C, No, Ext): (603) 926-7655	FAX (A/C, No): (603) 926-2135
	E-MAIL ADDRESS: tamie@tobeymerrill.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED FAMILIES FIRST OF THE GREATER SEACOAST 100 CAMPUS DR STE 12 PORTSMOUTH NH 03801	INSURER A: Peerless Insurance 24198	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL12122701546 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> 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						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> 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	N/A	WC5055429	12/29/2012	12/29/2013	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Division of Public Health Services, NH DH 29 Hazen Drive Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE B Lizotte CIC/BRL <i>Barbara R. Fyfe, CIC</i>

Families First of the Greater Seacoast

Financial Report

June 30, 2012



Accessible
Approachable
Accountable

Independent Auditors' Report

To The Board of Directors
Families First of the Greater Seacoast
Portsmouth, New Hampshire

We have audited the accompanying statements of financial position of Families First of the Greater Seacoast (a nonprofit organization) as of June 30, 2012 and 2011, and the related statements of activities, functional expenses, and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Families First of the Greater Seacoast as of June 30, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Macpage LLC

Augusta, Maine
November 13, 2012

Macpage LLC

50 Long Creek Drive, South Portland, ME 04106-2437 | 207-741-5700 | 207-741-7335 fax | www.macpage.com
One Market Square, Augusta, ME 04320-4627 | 207-623-4766 | 207-622-5545 fax

macpage.com

An Independently Owned Member, McGladrey Alliance

Macpage, Inc. is a member of the McGladrey Alliance, a group of independent member firms that are part of the McGladrey network. The McGladrey network is a global organization of independent member firms that are part of the McGladrey network. The McGladrey network is a global organization of independent member firms that are part of the McGladrey network.



Statements of Financial Position

June 30,

	2012	2011
ASSETS		
Current Assets		
Cash (note 2)	\$ 401,496	\$ 271,207
Cash, fiscal agent (note 9)	3,195	4,045
Grants receivable (note 3)	60,265	82,852
Accounts receivable, net (notes 1 and 4)	134,102	150,913
Current portion of pledges receivable (notes 1 and 5)	199,012	209,024
Other receivables (note 6)	52,998	4,924
Prepaid expenses	20,149	38,106
Total Current Assets	<u>871,217</u>	<u>761,071</u>
Non-Current Assets		
Pledges receivable, net of current (notes 1 and 5)	<u>108,301</u>	<u>69,910</u>
Property and Equipment, Net (Notes 1 and 7)	<u>336,726</u>	<u>372,690</u>
Investments		
Endowment (note 8)	1,267,448	1,326,371
Board designated	62,409	60,191
Total Investments	<u>1,329,857</u>	<u>1,386,562</u>
Total Assets	<u>\$ 2,646,101</u>	<u>\$ 2,590,233</u>
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 63,918	\$ 46,815
Accrued expenses	224,664	217,950
Amount due, fiscal agent (note 9)	3,195	4,045
Deferred revenue	113,574	50,000
Total Current Liabilities	<u>405,351</u>	<u>318,810</u>
Net Assets		
Unrestricted	622,628	639,253
Temporarily restricted (notes 8 and 12)	417,935	431,983
Permanently restricted (notes 8 and 13)	1,200,187	1,200,187
Total Net Assets	<u>2,240,750</u>	<u>2,271,423</u>
Total Liabilities and Net Assets	<u>\$ 2,646,101</u>	<u>\$ 2,590,233</u>

See independent auditors' report.

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

Statements of Activities

Year ended June 30,

2012

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
PUBLIC SUPPORT AND REVENUES:				
Public Support	\$ 609,023	\$ 713,725		\$ 1,322,748
Contributions	1,620,254			1,620,254
Grants and contracts		713,725		2,943,002
Total public support	2,229,277	713,725		2,943,002
Revenues	1,656,550			1,656,550
Net patient service revenue (note 11)		36,260		36,260
Investment income - endowment (note 8)	2,046	(56,885)		2,046
Investment income - board designated				(56,885)
Unrealized loss on investments - endowment	174			174
Unrealized gain on investments - board designated	54,135			54,135
Miscellaneous	1,712,905	(20,625)		1,692,280
Total revenue	3,942,182	693,100		4,635,282
Public support and revenues				
Net Assets Released from Restrictions	707,148	(707,148)		
TOTAL PUBLIC SUPPORT AND REVENUES	4,649,330	(14,048)		4,635,282
EXPENSES	3,990,753			3,990,753
Program services	518,091			518,091
Management and general	157,111			157,111
Fundraising	4,665,955			4,665,955
Total expenses	(16,625)	(14,048)		(30,673)
CHANGE IN NET ASSETS	639,253	431,983	\$ 1,200,187	2,271,423
NET ASSETS, BEGINNING OF YEAR	\$ 622,628	\$ 417,935	\$ 1,200,187	\$ 2,240,750
NET ASSETS, END OF YEAR				

See independent auditors' report.
The accompanying notes are an integral part of these financial statements.

Statements of Activities - Continued

Year ended June 30,

2011

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
PUBLIC SUPPORT AND REVENUES:				
Public Support				
Contributions	\$ 1,130,095	\$ 582,853		\$ 1,712,948
Grants and contracts	1,243,227			1,243,227
Total public support	2,373,322	582,853		2,956,175
Revenues				
Net patient service revenue (note 11)	1,632,887			1,632,887
Investment income - endowment (note 8)		17,375		17,375
Investment income - board designated	2,506			2,506
Unrealized gain on investments - endowment	69,991	160,336		230,327
Unrealized gain on investments - board designated	3,492			3,492
Miscellaneous	35,855			35,855
Total revenue	1,744,731	177,711		1,922,442
Public support and revenues	4,118,053	760,564		4,878,617
Net Assets Released from Restrictions	580,648	(580,648)		
TOTAL PUBLIC SUPPORT AND REVENUES	4,698,701	179,916		4,878,617
EXPENSES				
Program services	3,930,087			3,930,087
Management and general	524,345			524,345
Fundraising	165,991			165,991
Total expenses	4,620,423			4,620,423
CHANGE IN NET ASSETS	78,278	179,916		258,194
NET ASSETS, BEGINNING OF YEAR	560,975	252,067	\$ 1,200,187	2,013,229
NET ASSETS, END OF YEAR	\$ 639,253	\$ 431,983	\$ 1,200,187	\$ 2,271,423

See independent auditors' report.
The accompanying notes are an integral part of these financial statements.

Statements of Cash Flow

Years ended June 30,

	2012	2011
Cash flows from operating activities		
Change in net assets	\$ (30,673)	\$ 258,194
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation expense	108,863	90,201
Unrealized (gain) loss on investments	56,711	(233,819)
Bad debt expense	46,017	41,321
(Increase) decrease in operating assets:		
Cash, fiscal agent	850	1,300
Grants receivable	22,587	33,755
Accounts receivable	(29,206)	(54,022)
Pledges receivable	(28,379)	(54,168)
Other receivable	(48,074)	18,822
Prepaid expenses	17,957	(19,603)
Increase (decrease) in operating liabilities:		
Accounts payable	17,103	13,217
Accrued expenses	6,714	(28,290)
Amount due, fiscal agent	(850)	(1,300)
Deferred revenue	63,574	26,839
Total adjustments	<u>233,867</u>	<u>(165,747)</u>
Net cash flows from operating activities	<u>203,194</u>	<u>92,447</u>
Cash flows from investing activities:		
Purchase of property and equipment	(72,899)	(172,896)
Net (purchase) proceeds from sale of investments	(6)	40,618
Net cash flows from investing activities	<u>(72,905)</u>	<u>(132,278)</u>
Net change in cash and cash equivalents	130,289	(39,831)
Cash and cash equivalents at beginning of year	<u>271,207</u>	<u>311,038</u>
Cash and cash equivalents at end of year	<u>\$ 401,496</u>	<u>\$ 271,207</u>

See independent auditors' report.

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

Statements of Functional Expenses

Year ended June 30, 2012

	Health Services			
	Primary Care	Substance Abuse	Dental	Homeless
Salaries	\$ 1,151,153	\$ 15,997	\$ 442,369	\$ 403,576
Payroll taxes/benefits	154,474	1,241	53,062	57,001
Professional fees/contract labor	192,759	1,390	22,420	66,153
Medical/laboratory costs	22,614		72,576	17,014
Physicians/dentists	292,487		27,903	26,198
Office	16,215		9,342	42,946
Miscellaneous	34,499		6,385	296
Bad debt expense	37,070		8,912	35
Travel	3,441		949	16,110
Conferences	9,177		2,398	3,341
Dues/publications	4,350		990	635
Depreciation	14,243		24,246	16,582
Rent	60,456		8,956	3,359
Telephone	5,874		901	7,204
Postage	158		7	4
Insurance	22,173		6,252	2,988
Printing	2,519		380	178
Computer operations	54,442		10,873	4,975
Flexible funds				
Program expenses	32,676		6,310	3,964
	<u>\$ 2,110,780</u>	<u>\$ 18,628</u>	<u>\$ 705,231</u>	<u>\$ 672,559</u>

See independent auditors' report.
The accompanying notes are an integral part of these financial statements.

Statements of Functional Expenses - Continued

Year ended June 30, 2012

	Family Services			Total Program	Management & General	Fundraising	Total
	Family Support	Family Resource & Support (DCYF)					
Salaries	\$ 203,891	\$ 75,264		\$ 2,292,250	\$ 301,477	\$ 118,836	\$ 2,712,563
Payroll taxes/benefits	30,589	7,231		303,598	46,117	20,836	370,551
Professional fees/contract labor	54,367			337,089	29,750	2,665	369,504
Medical/laboratory costs				112,204			112,204
Physicians/dentists				346,588			346,588
Office	9,177			77,680	21,034	2,592	101,306
Miscellaneous	626			41,806	22,952	3,091	67,849
Bad debt expense				46,017			46,017
Travel	8,616	4,825		33,941	2,629	233	36,803
Conferences	1,990			16,906	693		17,599
Dues/publications	24			5,999	8,201	10	14,210
Depreciation	436			55,507	53,356		108,863
Rent	37,085		2,100	111,956			111,956
Telephone	4,207			18,186	1,873		20,059
Postage	13			182	18,585	814	19,581
Insurance	4,164			35,577	6,189		41,766
Printing	721			3,798	415	7,103	11,316
Computer operations	11,393			81,683	2,990	498	85,171
Flexible funds	22,936			22,936			22,936
Program expenses	3,900			46,850	1,830	433	49,113
	<u>\$ 394,135</u>	<u>\$ 89,420</u>		<u>\$ 3,990,753</u>	<u>\$ 518,091</u>	<u>\$ 157,111</u>	<u>\$ 4,665,955</u>

See independent auditors' report.
The accompanying notes are an integral part of these financial statements.

Statements of Functional Expenses - Continued

Year ended June 30, 2011

	Health Services			
	Primary Care	Substance Abuse	Dental	Homeless
Salaries	\$ 1,142,445	\$ 22,199	\$ 484,898	\$ 370,894
Payroll taxes/benefits	171,746	2,104	70,956	46,582
Professional fees/contract labor	141,095	225	18,700	43,747
Medical/laboratory costs	21,375		79,180	7,642
Physicians/dentists	278,992		44,825	16,936
Office	10,447		8,679	34,312
Miscellaneous	6,021		1,136	270
Bad debt expense	27,436		13,885	
Travel	1,800		857	10,386
Conferences	7,978		2,006	139
Dues/publications	3,346		890	765
Depreciation	15,188		22,100	15,774
Rent	57,372	792	8,616	3,231
Telephone	6,374		946	7,546
Postage	67			9
Insurance	22,058		5,938	4,123
Printing	4,246		689	319
Computer operations	44,952		10,030	4,554
Flexible funds				
Program expenses	28,702		6,181	3,832
	\$ 1,991,640	\$ 25,320	\$ 780,512	\$ 571,061

See independent auditors' report.
The accompanying notes are an integral part of these financial statements.

Statements of Functional Expenses - Continued

Year ended June 30, 2011

	Family Services			Total Program	Management & General	Fundraising	Total
	Family Support	Family Resource & Support (DCYF)	Total Program				
Salaries	\$ 276,656	\$ 79,011	\$ 2,376,103	\$ 306,860	\$ 119,169	\$ 2,802,132	
Payroll taxes/benefits	38,984	8,534	338,906	47,512	23,358	409,776	
Professional fees/contract labor	46,289		250,056	34,327	16	284,399	
Medical/laboratory costs			108,197			108,197	
Physicians/dentists			340,753			340,753	
Office	9,096		62,634	25,214	3,717	91,465	
Miscellaneous	760		8,187	24,868	4,301	37,356	
Bad debt expense			41,321			41,321	
Travel	15,871		28,914	3,720	321	32,955	
Conferences	175		10,298	1,577		11,875	
Dues/publications	215		5,216	7,670	373	13,259	
Depreciation	229		53,291	36,910		90,201	
Rent	27,700	10,000	107,711			107,711	
Telephone	4,479		19,345			19,345	
Postage	20		96		788	23,009	
Insurance	4,282		36,401	22,125		43,386	
Printing	1,279		6,533	6,985		20,123	
Computer operations	10,597		70,133	1,301	12,289	73,333	
Flexible funds	21,995		21,995	2,748	452	21,995	
Program expenses	5,382		44,097	2,528	1,207	47,832	
	<u>\$ 464,009</u>	<u>\$ 97,545</u>	<u>\$ 3,930,087</u>	<u>\$ 524,345</u>	<u>\$ 165,991</u>	<u>\$ 4,620,423</u>	

See independent auditors' report.
The accompanying notes are an integral part of these financial statements.

Families First

support for families...health care for all

Mission Statement

Families First Health and Support Center contributes to the health and well-being of the Seacoast community by providing a broad range of health and family services to all, regardless of ability to pay.

Guiding Principles

- Adapt services to address evolving community needs.
- Meet or exceed standards of excellence in all services.
- Ensure continuing outreach so all feel welcome to use our services.
- Treat clients with respect and with concern for their dignity.
- Integrate services for the best possible client experiences and outcomes.
- Utilize resources as efficiently as possible in order to make the best use of public and private dollars to serve clients.
- Invest in organizational capacities to sustain the mission for the future.
- Collaborate with other organizations to achieve the most effective and efficient use of community resources.

Vision

Despite facing a sustained period of unparalleled change in the health care and family support sectors, Families First's services will endure as a strong community asset. The Management Team and Board of Directors will act entrepreneurially to meet evolving community needs, studying best-practice models as well as shifts in government policy, revenue potential and regional demographics. Declining birth rates and a burgeoning senior population will lead to new outreach and adaptations in Families First's core services: medical, dental, family support and care coordination. Families First will continue to be a sought-after strategic partner due to our leadership in integrated health care, constant pursuit of improved health and family support outcomes, and track record of operational excellence. In support of its essential mission and broad civic reach, Families First will continue to benefit from the community's generosity.

Families First

support for families...health care for all

FY2013 Board of Directors

Patricia Locuratolo, MD, Chair
Member since 2008

Mary Schleyer, Vice Chair
Member since 2009

Jack Jamison, Secretary
Member since 2006

Linda Sanborn, Treasurer
Member since 2006

Karin Barndollar, Director
Member since 2009

BB Bayerle, Director, Director
Member since 2007

Marsha Filion, Director
Member since 2012

Kristen Hanley, Director
Member since 2007

Barbara Henry, Director
Member since 2012

Sarah Knowlton, Director
Member since 2010

Josephine Lamprey, Director
Member since 2011

Kathleen MacLeod, Director
Member since 2001-2003 and 2005

Tom Newbold, Director
Member since 2007

Linda Panori, Director
Member since 2003-2008 and 2010

John Pelletier, Director
Member since 2009

Donna Ryan, Director
Member since 2005

Daniel Schwarz, Director
Member since 2002-2010 and 2011

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Division of Public Health Services

Agency Name: Families First of the Greater Seacoast

(School Based Oral Health)

Name of Bureau/Section: Community Health Services/ Oral Health Program

BUDGET PERIOD:	SFY 2014	July 1, 2013 - June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Helen B. Taft, Executive Director	\$104,200	0.00%	\$0.00
David C. Choate, Finance Director	\$76,527	0.00%	\$0.00
Teresa Burdick, Director of Health, Dental & Healthcare for the Homeless	\$66,200	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

BUDGET PERIOD:	SFY 2015	July 1, 2014 - June 30, 2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Helen B. Taft, Executive Director	\$105,768	0.00%	\$0.00
David C. Choate, Finance Director	\$68,216	0.00%	\$0.00
Teresa Burdick, Director of Health, Dental & Healthcare for the Homeless	\$69,930	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

HELEN B. TAFT

**Families First of the Greater Seacoast
100 Campus Drive, Suite 12
Portsmouth, NH 03801
603-422-8208
Email: htaft@familiesfirstseacoast.org**

OBJECTIVE: A position as Administrator in the human services or health care fields.

PROFILE:

- Highly developed research and writing skills with emphasis on analysis and evaluation
- Excellent academic record
- Strong verbal communication and group discussion skills
- Experienced interpersonal skills
- Long-term commitment to community service

EDUCATION:

University of New Hampshire
Masters of Public Administration, 1989
Certificate of Paralegal Studies, 1982
Smith College
B.A. (Government) 1966

PROFESSIONAL EXPERIENCE:

FAMILIES FIRST OF THE GREATER SEACOAST, Portsmouth, NH
Executive Director Dec.1989 – Present
FOUNDATION FOR SEACOAST HEALTH, Portsmouth, N.H
Administrative Intern Jan. -June 1989
HARVEY AND MAHONEY LAW OFFICES, Manchester, NH
Paralegal 1982 -1988

VOLUNTEER LEADERSHIP EXPERIENCE:

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE 1972 –1992
President; First Vice-President; Board of Directors; Chair, Long ,Range Planning
Committee; Chair, Advocacy Committee; President, Manchester Regional Executive
Committee
UNITED WAY OF MANCHESTER 1985 -1988
Board of Directors; Chair, Campaign Phonothon; Venture Grant Committee
MANCHESTER LEAGUE OF WOMEN VOTERS 1973 -1978
President; Board of Directors
GREATER SEACOAST UNITED WAY 1997 -1999
Board of Directors

REFERENCES: Furnished upon request.

David C. Choate
Families First of the Greater Seacoast
100 Campus Drive, Suite 12
Portsmouth, NH 03801
603-422-8208
Email: dchoate@familiesfirstseacoast.org

PROFESSIONAL OBJECTIVE

A position in **Senior Financial Management** providing the opportunity to make a strong contribution to organizational goals through continued development of professional management and financial skills.

QUALIFICATIONS PROFILE

Experience/ Chief Financial Officer: Assure the financial integrity of the agency.

Skills:

Related skills and practices include:

- Preparing and monitoring required financial statements and reports
- Developing and revising comprehensive annual agency budgets
- Developing and updating the Administrative and Fiscal Internal Control Policies and Procedures Manual
- Supervising support staff which includes: payroll, accounts payable, accounts receivable, finance clerk, network administrator, receptionist and building maintenance
- Advising agency management and the Board of Directors in regards to fiscal planning, cost analysis auditing systems and financial reporting requirements
- Acting as the lead administrative staff for banking and investment functions, grant management and auditing functions; i.e. external and funding sources
- Reviewing and analyzing plant and equipment needs and negotiating the purchase of major equipment and financing

Computers:

- Windows-based PC's with various accounting software including Microsoft Great Plains Solomon
- Equation Solvers: Microsoft Office: Word, Excel and Outlook

Administration:

- Ensuring compliance with all applicable laws, standards, and reporting requirements of funding sources
- Preparing grant financial reports and documentations

Education: Master Degree in Business Administration, 1989

Southern New Hampshire University – Manchester, New Hampshire

Bachelor of Science Degree in Business Administration-Accounting, 1974

Thomas College – Waterville, Maine

Accomplishments/Strengths:

- Extensive accounting, auditing and management consulting skills
- Excellent troubleshooting and analytical skills
- Well organized and proficient with details
- Excellent interpersonal and team skills

PROFESSIONAL EXPERIENCE

- January 2008 to present** FAMILIES FIRST OF THE GREATER SEACOAST, Portsmouth, NH
Finance Director
- July 2000 to June 2007** INDEPENDENCE ASSOCIATION, INC, Brunswick, Maine
Director of Finance & Administration
An agency that provides residential housing and day programs to adults and children with disabilities.
Accomplishments:
- Streamlined and updated audit procedures to assure successful audits
 - Responsible for smooth computer conversion to Great Plains Solomon accounting software
 - Maintained and increased profits from services
- November 1995 to July 2000** METHODIST CONFERENCE HOME, INC, Rockland, Maine
Finance Manager
A senior housing agency with programs such as housing services, housing management, senior citizen meals and regional transportation.
Accomplishments:
- Involved in obtaining finance and operating funds to build an upscale senior housing facility
 - Instituted financial administrative policies
 - Obtained line of credit for operations.
 - Computerized the accounting systems
- May 1988 to November 1995** PROFESSIONAL MANAGEMENT ASSOCIATES, Portland, Maine
Partner and Management Consultant
A business offering a wide range of management and accounting services to professionals and small to medium-sized business, both non-profit and for profit.
Clientele:
- Small to mid-size business, i.e. food industry and pharmacies
 - Health care providers; i.e. physicians, dentists, chiropractors, hospitals and veterinarians.
- Accomplishments:
- Increased profits for companies through new financial management policies and procedures.

— *Excellent references are available upon request* —

Teresa Burdick
Families First of the Greater Seacoast
100 Campus Drive, Suite 12
Portsmouth, NH 03801
603-422-8208
Email: tburdick@familiesfirstseacoast.org

PROFESSIONAL EXPERIENCE

Families First Health and Support Center, Portsmouth, NH

Director of Health, Dental and Healthcare for the Homeless Operations	4/11 to present
Director of Health and Dental Center Operations	12/07 to 4/11
Manager of Health and Dental Center Operations	12/05 to 12/07
Office Manager	12/04 to 12/05
Billing Assistant	4/03 to 12/04
Billing Assistant/Medical Receptionist	4/02 to 4/03

Gaziano Family Estate, York Harbor. ME

Personal Family Manager	5/00 to 4/02
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Kid Care of Eliot, Eliot, ME

Executive Director	9/96 to 12/99
Program Director	8/94 to 9/96

Home Day Care, Berwick. ME

9/91 to 6/94

Margowanda Boarding Home, Berwick, ME

Certified Medical Assistant	8/88 to 8/90
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EDUCATION

College for Lifelong Learning

1990-92 and 2002-04

Liberal Arts Degree Program

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Families First of the Greater Seacoast

Budget Request for: Community-based Oral Health Services
(Name of RFP)

Budget Period: July, 1, 2013- June 30, 2014

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 20,390.00	\$ -	\$ 20,390.00	
2. Employee Benefits	\$ 3,110.00	\$ -	\$ 3,110.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 23,500.00	\$ -	\$ 23,500.00	

Indirect As A Percent of Direct

0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	\$ 23,500.00
Reconciliation - (this line must be equal to or greater than \$0)	\$ -

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Families First of the Greater Seacoast

Budget Request for: School-based Oral Health Services
(Name of RFP)

Budget Period: July 1, 2013 - June 30, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 29,299.00	\$ -	\$ 29,299.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 29,299.00	\$ -	\$ 29,299.00	

Indirect As A Percent of Direct

0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	\$	29,299.00
Reconciliation - (this line must be equal to or greater than \$0)	\$	-

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Families First of the Greater Seacoast

Budget Request for: Community-based Oral Health Services
(Name of RFP)

Budget Period: July 1, 2014- June 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 20,394.00	\$ -	\$ 20,394.00	
2. Employee Benefits	\$ 3,106.00	\$ -	\$ 3,106.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 23,500.00	\$ -	\$ 23,500.00	

Indirect As A Percent of Direct

0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	\$	<u>23,500.00</u>
Reconciliation - (this line must be equal to or greater than \$0)	\$	-

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Familles First of the Greater Seacoast

Budget Request for: School-Based Oral Health Services

(Name of RFP)

Budget Period: July 1, 2014-June 30, 2015

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 26,369.00	\$ -	\$ 26,369.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 26,369.00	\$ -	\$ 26,369.00	

Indirect As A Percent of Direct

0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	\$ 26,369.00
Reconciliation - (this line must be equal to or greater than \$0)	\$ -

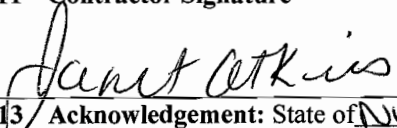
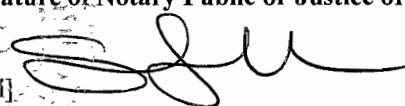
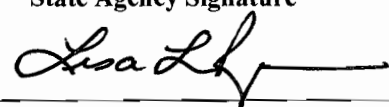
Subject: Oral health services will be delivered to underserved individuals in Strafford County.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Goodwin Community Health		1.4 Contractor Address 311 Route 108 Somersworth, NH 03878	
1.5 Contractor Phone Number (603) 953-0065	1.6 Account Number 05-95-90-902010-4527-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$94,896
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Janet Atkins, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>3-8-13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Sherrylann Trask, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>John E. Herrera</u> <u>Katherine P. Herrick, Attorney</u> On: <u>28 Mar 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

SHERRYLANN TRASK
 NOTARY PUBLIC
 NEW HAMPSHIRE
 MY COMMISSION EXPIRES NOV. 19, 2013

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

Community & School-Based Oral Health Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Goodwin Community Health

**ADDRESS: 311 Route 108
Somersworth, NH 03878**

Executive Director: Janet Atkins

TELEPHONE: (603) 953-0065

The Contractor shall provide community-based and school-based oral health services as specified below:

I. General Provisions

The contractor shall provide oral health assessment, preventive services, and referrals for restorative care for low-income, uninsured and underinsured children and adults within the defined service area who don't have regular access to oral health care.

A. The contractor shall use one of the following models to provide the following services:

1. The "clinic model" that provides on-site comprehensive preventive and/or restorative treatment.
2. The "combination clinic voucher model" that provides preventive treatment at one site and provides care coordination to link clients with restorative treatment at another site.

Oral health care services for the targeted population(s) shall include risk assessment, oral screenings with appropriate referrals, oral health education, early diagnosis of oral diseases, preventive care focused on age appropriate dental sealants, links to restorative treatment and disease management. Resources shall be directed to providing evidence-based oral health interventions.

B. Numbers Served

Oral assessments are to be provided to a minimum of 400 students and a minimum of 2,500 individuals in the dental center throughout each year of the contract term.

C. Eligibility and Income Determination

1. The Contractor shall provide oral health services to low-income, uninsured, and underinsured children and adults within the defined service area who don't have regular access to oral health care. Low-income children and families are defined as < 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year, in the State of New Hampshire.
2. If parental permission forms indicate that the child may be eligible for enrollment in Medicaid, the Contractor shall assist the family to complete the most recent version of the Medicaid enrollment form.

D. Relevant Policies and Guidelines

The community and school-based oral health program shall:

1. Require no fee for any Medicaid client.
2. Assist eligible families with Medicaid enrollment directly or through referral.
3. Become a Medicaid provider for qualified clients.
4. Provide a sliding fee scale for children from families without Medicaid, SCHIP or private dental insurance.
5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care.
6. Resources shall be directed to evidence-based interventions.
7. Explore and secure future funding sources.

E. Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

F. State and Federal Laws

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.

3. The contractor shall comply with standards developed by the Occupational Safety and Health Administration (OSHA).

G. Publications Funded Under Contract

1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).

H. Subcontractors

If services required to comply with this Exhibit are provided by a subcontracted agency or provider, the DPHS Oral Health Program must be notified in writing, receive a copy of the subcontract or Memorandum of Agreement (MOA), and approve the subcontract (MOA) prior to its initiation. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

I. Minimal Scope of Core Services

A. Service Requirements

The community and school-based oral health programs shall consist of the following components:

1. Clinical services shall be provided under the supervision of a dentist licensed to practice in New Hampshire.
2. Visual oral screenings or exams by a NH Licensed Dentist or a NH Registered Dental Hygienist with screening results available to clients or to parents of children screened.
3. Oral health educational presentations by health professionals to individuals at chair side or to groups in a classroom setting as part of a health care curriculum.
4. Topical fluoride application as part of a regular preventive routine or, when appropriate, through a school-based fluoride rinse program in schools wishing to participate.
5. A preventive dental sealant program for students through a school-based or school-linked program that assesses risk of dental disease and tooth eruption.
6. With the exception of orthodontic care, the program shall provide assistance in obtaining restorative care for students without an established dental provider.
7. Oral health data collection to support a knowledge base and dental data surveillance system for use in policy development, assessment, and capacity building at state and local levels.
8. Notice to families without access to dental services that a sliding fee scale is available and that no student will be denied school-based dental services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the Oral Health Program prior to initiating any research related to this contract.

B. Staffing Provisions

The Contractor shall be responsible for compliance with the New Hampshire Dental Practice Act. All dental health professionals shall have the appropriate New Hampshire license. The Contractor shall provide the DPHS Oral Health Program with a resume, a copy of the NH license if appropriate, and job description for any current professional staff in the program and notify the

State in writing of any staffing changes, along with a copy of the resume of any new staff hired within one month of date of hire.

Staffing Changes

1. **New Hires:** The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.
2. **Vacancies:** The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

C. Coordination of Services

1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.
2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

D. Meetings and Trainings

The Contractor will be responsible to send staff to meetings and trainings required by the Oral Health Program, including but not limited to the Annual Oral Health Forum and Calibration Clinic for School-Based Hygienists.

II. Quality or Performance Improvement (QI/PI)

A. Workplans

1. Performance Workplans are required bi-annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The workplans are a key component of the Oral Health Program performance-based contracting system and of this contract.
2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health Workplan Progress/Outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.
3. The Contractor shall submit a performance-based workplan with this application for funding and by July 15th of the second contract year.

4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by the Oral Health Program. The Oral Health Program will provide the Contractor with advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.

B. Data and Reporting Requirements

In addition to Performance Workplans, the Contractor shall submit to the Oral Health Program the following data used to monitor program performance:

1. Workplans and Workplan Outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
2. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff List forms must be completed according to the relevant instructions and submitted as requested by DPHS and, at minimum, by April 30 of each year.
3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
4. A copy of the Sliding Fee Scale shall be submitted by March 1st of each contract year. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.
5. An annual summary of feedback from school administrators, families and providers obtained during the prior contract year and of the method by which the results were obtained must be submitted with the bi-annual work plan.

C. On-Site Reviews

1. The Contractor shall allow a team or person authorized by the Oral Health Program to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.
3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency Performance Workplan.

D. Performance Measures

Community-Based Performance Measures

- A minimum of 1,400 pediatric clients (ages 0 <19 years) will receive oral screenings
- A minimum of 1,400 adult clients (19 years and older) will receive oral screenings
- Percent of clients receiving prophylaxis (cleanings)
- Percent of clients receiving restorative treatment
- Percent of children receiving dental sealants
- Percent of broken dental appointments

School-Based Oral Health Performance Measures

Second and third grade students represent a group of children whose oral health status can be compared across New Hampshire programs with children in other states and in the National Oral Health Surveillance System.

- A minimum of 60% of 2nd & 3rd grade students returning consent forms
- A minimum of 300 2nd & 3rd grade students screened in school
- Percent of all 2nd & 3rd grade students screened to assess oral health needs
- Percent of all 2nd & 3rd grade students screened with at least one sealant on a permanent molar
- 100% of all 2nd and 3rd graders screened with untreated decay who are referred for treatment
- Percent of all 2nd & 3rd grade students screened with a history of decay

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NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

Community & School-Based Oral Health Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Goodwin Community Health

ADDRESS: 311 Route 108, Somersworth, NH 03878

Executive Director: Janet Atkins

TELEPHONE: (603) 953-0065

Vendor #154703-B001

Job #90072003

Appropriation #05-95-90-902010-4527-102-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$94,896 for oral health initiatives funded from 44.7% Federal funds from the Centers for Disease Control (CDC) (CFDA #93.991) and 55.3% from General funds.

TOTAL: \$94,896

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

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

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- X (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The remainder of this page is intentionally left blank.

18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

NH Department of Health and Human Services

Standard 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 to 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 5151-51-5160 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 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 certification 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**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) 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);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (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;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 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.

Goodwin Community Health **From:** July 1, 2013 or date of G&C Approval, whichever is later **To:** June 30, 2015
Contractor Name **Period Covered by this Certification**

Janet Atkins, Executive Director
Name and Title of Authorized Contractor Representative

Janet Atkins 3-13-13
Contractor Representative Signature **Date**

JA
 3-13-13

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

Contract Period: July 1, 2013 or date of G&C Approval, whichever is later, through June 30, 2015

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Janet Atkins
Contractor Signature

Executive Director
Contractor's Representative Title

Goodwin Community Health
Contractor Name

3/13/13
Date

JA
3/13/13
*13**

NH Department of Health and Human Services

Standard 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 transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
 - c. 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
 - d. 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.
2. 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

Grant Atkins

 Contractor Signature

Executive Director

 Contractor's Representative Title

Goodwin Community Health

 Contractor Name

3/31/13

 Date

3/31/13

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

David Atkins *Executive Director*
Contractor Signature Contractor's Representative Title

Goodwin Community Health *3/13/13*
Contractor Name Date

Uff
3/13/13

NH Department of Health and Human Services

STANDARD 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 Signature


Contractor's Representative Title

Goodwin Community Health
Contractor Name

313-13
Date



NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

DIVISION OF PUBLIC HEALTH SERVICES

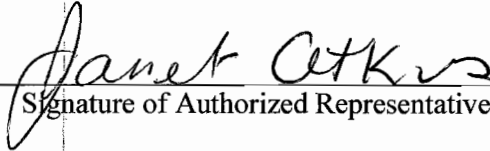
The State Agency Name

GOODWIN COMMUNITY HEALTH

Name of Contractor



Signature of Authorized Representative



Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

Name of Authorized Representative

JANET ATKINS

Name of Authorized Representative

BUREAU CHIEF

Title of Authorized Representative

EXECUTIVE DIRECTOR

Title of Authorized Representative

3-30-2013

Date

31313

Date

NH Department of Health and Human Services

STANDARD 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 Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award 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:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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 Sub-award 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 Representative Signature)

Janet Atkins, Executive Director
(Authorized Contractor Representative Name & Title)

Goodwin Community Health
(Contractor Name)

3-13-13
(Date)

JJA
3/13/13

NH Department of Health and Human Services

STANDARD 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: 780054164

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, sub-grants, 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: <input type="checkbox"/>	Amount: <input type="checkbox"/>
Name: <input type="checkbox"/>	Amount: <input type="checkbox"/>
Name: <input type="checkbox"/>	Amount: <input type="checkbox"/>
Name: <input type="checkbox"/>	Amount: <input type="checkbox"/>
Name: <input type="checkbox"/>	Amount: <input type="checkbox"/>

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Goodwin Community Health is a New Hampshire nonprofit corporation formed August 18, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, David Staples, DDS, of the Goodwin Community Health, do hereby certify that:

1. I am the duly elected Board Chair of the Goodwin Community Health;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Goodwin Community Health, duly held on February 20, 2013;

Resolved: That this corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services for the provision of Public Health Services.

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 13, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of the Goodwin Community Health this 13 day of March, 2013.

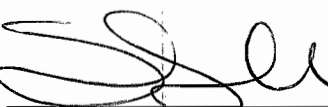
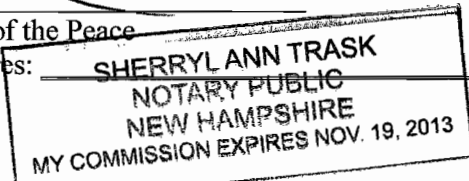


David Staples, DDS, Board Chair

STATE OF NH

COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 13 day of March, 2013 by David Staples, DDS.


Notary Public/Justice of the Peace
My Commission Expires: _____






Goodwin Community Health

May 30, 2013

RE: Goodwin Community Health's (GCH) Insurance Commitment

To Whom It May Concern,

Goodwin Community Health's current insurance coverage expires 7/31/13. Currently we do not have a new Certificate of Insurance at this time as the agency is in the process of obtaining quotes for the new year. Goodwin Community Health fully intends to fulfill its duty under the contract to provide the required insurance coverage, and will provide the State with a certificate of insurance proving coverage as soon as received.

If you have any further questions please do not hesitate to contact me at (603) 516-2549. Thank you.

Respectfully,


Janet Atkins
Executive Director

311 Route 108 · Somersworth, NH 03878
(603) 749-2346 · Fax (603) 953-0066
www.GoodwinCH.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/01/2012

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

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

PRODUCER HUB International New England 136 Turnpike Road, Suite 105 Southborough, MA 01772 508 303-9470	CONTACT NAME: Jessica Kelley PHONE (A/C, No, Ext): 508-303-9470 E-MAIL ADDRESS: jessica.kelley@hubinternational.com	FAX (A/C, No): 508-303-9476
	INSURER(S) AFFORDING COVERAGE INSURER A : Mass Bay Insurance Co INSURER B : Citizens Insurance Co of Americ INSURER C : OneBeacon Insurance INSURER D : INSURER E : INSURER F :	
INSURED Goodwin Community Health Attn: Sherry Trask 311 Route 108 Somersworth, NH 03878		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ODN9231444	07/31/2012	07/31/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ODN9231444	07/31/2012	07/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ODN9231444	07/31/2012	07/31/2013	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WBN9231427	07/31/2012	07/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	FTCA Gap Prof. Liability Claims Made			MFL077611	07/31/2012	07/31/2013	\$1,000,000 Per Claim \$3,000,000 Aggregate 4/15/05 Retro Date

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

CERTIFICATE HOLDER Director, Division of Public Health Services, NH DHHS 29 Hazen Drive Concord, NH 03301-6504	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
--	--

**Goodwin Community Health
and Subsidiary**

Financial Report

June 30, 2012



Accessible
Approachable
Accountable

Independent Auditors' Report

Board of Directors
Goodwin Community Health
and Subsidiary
Somersworth, New Hampshire

We have audited the accompanying consolidated statements of financial position of Goodwin Community Health and Subsidiary (the Center), as of June 30, 2012 and 2011, and the related consolidated statements of activities, cash flows and functional expenses for the years then ended. These consolidated financial statements are the responsibility of the Center's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall consolidated financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Goodwin Community Health and Subsidiary as of June 30, 2012 and 2011, and the consolidated changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements. The consolidating schedules on pages 18 through 20 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 audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Macpage LLC

Augusta, Maine
December 11, 2012

Macpage LLC

30 Long Creek Drive, South Portland, ME 04106-2437 | 207-774-5701 | 207-774-7835 fax | cpa@macpage.com
One Market Square, Augusta, ME 04330-4637 | 207-622-4766 | 207-622-6545 fax

macpage.com



Consolidated Statements of Financial Position

June 30,

	2012	2011
ASSETS		
Current Assets		
Cash and cash equivalents (Notes 1 and 2)	\$ 299,585	\$ 293,610
Accounts receivable, net (Notes 1 and 3)	343,099	1,257,639
Grants receivable (Note 4)	85,240	300,072
Current portion of pledges receivable (Note 5)	13,999	16,469
Cost settlement receivable (Note 6)	38,930	259,493
Prepaid expenses	8,000	17,720
Total Current Assets	<u>788,853</u>	<u>2,145,003</u>
Property and Equipment, Net (Notes 1 and 7)	<u>6,785,398</u>	<u>7,264,105</u>
Other Assets		
Goodwill (Note 1)	17,582	17,582
Pledges receivable, net of current portion (Note 5)	12,281	14,281
Security deposits		5,500
Total Other Assets	<u>29,863</u>	<u>37,363</u>
Total Assets	<u>\$ 7,604,114</u>	<u>\$ 9,446,471</u>
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 385,167	\$ 1,001,796
Accrued expenses	307,764	324,028
Lines of credit (Note 8)	330,280	367,380
Current portion of long-term debt (Note 9)	103,840	222,967
Total Current Liabilities	<u>1,127,051</u>	<u>1,916,171</u>
Long-term Liabilities		
Long-term debt, net of current portion (Note 9)	<u>1,062,605</u>	<u>1,158,691</u>
Total Long-term Liabilities	<u>1,062,605</u>	<u>1,158,691</u>
Total Liabilities	<u>2,189,656</u>	<u>3,074,862</u>
Net Assets		
Unrestricted (Deficit)	(360,414)	365,371
Temporarily restricted (Note 11)	5,774,872	6,006,238
Total Net Assets	<u>5,414,458</u>	<u>6,371,609</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 7,604,114</u>	<u>\$ 9,446,471</u>

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

Consolidated Statement of Activities

Year ended June 30, 2012

	Unrestricted	Temporarily Restricted	Total
Operating Revenue and Support			
Net patient service revenue (Notes 1 and 10)	\$ 3,613,824		\$ 3,613,824
Grants, contracts and contributions (Notes 1 and 12)	2,111,052	\$ 15,000	2,126,052
WIC food vouchers (Note 16)	1,458,911		1,458,911
Other	29,042		29,042
	<u>7,212,829</u>	<u>15,000</u>	<u>7,227,829</u>
Net assets released from restrictions	246,366	(246,366)	
Total Operating Revenue and Support	<u>7,459,195</u>	<u>(231,366)</u>	<u>7,227,829</u>
Functional Expenses			
Program services	6,841,087		6,841,087
Fundraising	179,644		179,644
General and administrative	1,266,168		1,266,168
	<u>8,286,899</u>		<u>8,286,899</u>
Change in Net Assets from Operating Activities	<u>(827,704)</u>	<u>(231,366)</u>	<u>(1,059,070)</u>
Non-Operating Revenue and Support			
Gain on sale of property and equipment	86,244		86,244
Rent income	15,675		15,675
	<u>101,919</u>		<u>101,919</u>
Change in Net Assets from Non-Operating Activities	<u>101,919</u>		<u>101,919</u>
Total Change in Net Assets	<u>(725,785)</u>	<u>(231,366)</u>	<u>(957,151)</u>
Net Assets, Beginning of Year	<u>365,371</u>	<u>6,006,238</u>	<u>6,371,609</u>
Net Assets (Deficit), End of Year	<u>\$ (360,414)</u>	<u>\$ 5,774,872</u>	<u>\$ 5,414,458</u>

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

Consolidated Statement of Activities - Continued

Year ended June 30, 2011

	Unrestricted	Temporarily Restricted	Total
Operating Revenue and Support			
Net patient service revenue (Notes 1 and 10)	\$ 4,031,729		\$ 4,031,729
Grants, contracts and contributions (Notes 1 and 12)	2,466,464	\$ 49,824	2,516,288
WIC food vouchers (Note 16)	1,146,383		1,146,383
Other	66,322		66,322
	<u>7,710,898</u>	<u>49,824</u>	<u>7,760,722</u>
Net assets released from restrictions	161,560	(161,560)	
Total Operating Revenue and Support	<u>7,872,458</u>	<u>(111,736)</u>	<u>7,760,722</u>
Functional Expenses			
Program services	6,951,345		6,951,345
Fundraising	179,093		179,093
General and administrative	1,258,568		1,258,568
Total Expenses	<u>8,389,006</u>		<u>8,389,006</u>
Change in Net Assets from Operating Activities	(516,548)	(111,736)	(628,284)
Non-Operating Revenue and Support			
Grants for construction costs (Notes 1, 12 and 17)		4,973,786	4,973,786
Grants for equipment purchases (Notes 1 and 12)		438,838	438,838
Rent income	10,688		10,688
Change in Net Assets from Non-Operating Activities	<u>10,688</u>	<u>5,412,624</u>	<u>5,423,312</u>
Total Change in Net Assets	(505,860)	5,300,888	4,795,028
Net Assets, Beginning of Year	<u>871,231</u>	<u>705,350</u>	<u>1,576,581</u>
Net Assets, End of Year	<u>\$ 365,371</u>	<u>\$ 6,006,238</u>	<u>\$ 6,371,609</u>

Consolidated Statements of Cash Flows

Years ended June 30,

	2012	2011
Cash flows from operating activities:		
Change in net assets	\$ (957,151)	\$ 4,795,028
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	274,120	122,636
Gain on sale of property and equipment	(86,244)	
Bad debts	361,889	424,677
Grant proceeds restricted to construction of building		(4,973,786)
Grant proceeds restricted to acquisition of equipment		(438,838)
(Increase) decrease in operating assets:		
Accounts receivable	552,651	(933,738)
Grants receivable	214,832	89,373
Pledges receivable	4,470	(22,470)
Cost settlement receivable	220,563	104,938
Prepaid expenses	9,720	21
Security deposits	5,500	8,881
Increase (decrease) in operating liabilities:		
Accounts payable	(616,629)	471,909
Accrued expenses	(16,264)	(199,736)
Total adjustments	<u>924,608</u>	<u>(5,346,133)</u>
Net cash flows from operating activities	<u>(32,543)</u>	<u>(551,105)</u>
Cash flows from investing activities:		
Expenditures for new building		(4,973,786)
Proceeds from sale of property and equipment	311,530	
Purchases of equipment	(20,699)	(454,763)
Net cash flows from investing activities	<u>290,831</u>	<u>(5,428,549)</u>
Cash flows from financing activities:		
Grant proceeds restricted to construction of building		4,973,786
Grant proceeds restricted to acquisition of equipment		438,838
Principal payments on capital leases		(42,357)
Net payments on lines of credit	(37,100)	(1,720)
Proceeds from long-term debt		600,000
Principal payments on long-term debt	(215,213)	(22,659)
Net cash flows from financing activities	<u>(252,313)</u>	<u>5,945,888</u>
Net change in cash and cash equivalents	<u>5,975</u>	<u>(33,766)</u>
Cash and cash equivalents, beginning of year	<u>293,610</u>	<u>327,376</u>
Cash and cash equivalents, end of year	<u>\$ 299,585</u>	<u>\$ 293,610</u>
Supplemental disclosure of cash flow information:		
Interest paid during year	\$ 73,827	\$ 25,169

Consolidated Statements of Functional Expenses

Years ended June 30,

	2012			2011		
	Program	Fundraising	General and Administrative	Program	Fundraising	General and Administrative
PERSONNEL						
Salaries and wages	\$ 3,400,231	\$ 123,114	\$ 541,048	\$ 3,500,344	\$ 117,361	\$ 478,835
Payroll taxes and employee benefits (Note 14)	633,694	27,240	350,633	585,916	16,747	460,597
	<u>4,033,925</u>	<u>150,354</u>	<u>891,681</u>	<u>4,086,260</u>	<u>134,108</u>	<u>939,432</u>
			Total			Total
			\$ 4,064,393			\$ 4,096,540
			1,011,567			1,063,260
			<u>5,075,960</u>			<u>5,159,800</u>
OTHER						
WIC food vouchers (Note 16)	1,458,911			1,146,383		
Bad debts	361,889			424,677		
Depreciation (Note 1)	256,283		17,837	109,635	3,125	9,876
Equipment leases and supplies	190,878	2,336	17,128	178,629	10,620	30,692
Professional fees	40,818	1,532	109,190	89,884	3,268	106,933
Medical supplies	100,897			153,029		
Rent (Note 14)	14,340		22,846	260,161	2,953	17,596
Utilities	50,548	3,045	23,706	69,202	2,934	9,003
Repairs and maintenance	49,165	2,834	22,274	57,726	2,549	18,573
Interest			73,827			25,169
Insurance	32,156		22,735	58,607		18,585
Physician services	52,275			75,791		
Lab and radiology fees	49,795		245	53,486		53,486
Telephone and communications	33,948		5,540	41,554	1,652	5,201
Postage and shipping	25,481	342	12,183	43,656	1,625	1,582
Office materials	22,365	627	12,281	40,170	1,284	10,912
Dues and subscriptions	12,975	231	11,972	23,401	135	18,071
Travel	16,901	438	3,488	14,110	240	3,089
Service charges	9,950		10,235	9,466		29,206
Advertising and promotion (Note 1)	3,287	16,187	188	8,491	11,698	709
Education and training	13,703	393	3,915	6,865	179	3,724
Real estate taxes	9,621	592	4,589	5,592	344	2,667
Printing	976	733	308	162	2,723	1,612
	<u>2,807,162</u>	<u>29,290</u>	<u>374,487</u>	<u>2,865,085</u>	<u>44,985</u>	<u>319,136</u>
	\$ 6,841,087	\$ 179,644	\$ 1,266,168	\$ 6,951,345	\$ 179,093	\$ 1,258,568
			Total			Total
			\$ 8,286,899			\$ 8,389,006

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

Goodwin Community Health

Mission

*To provide integrated,
comprehensive, quality healthcare,
serving all in our community,
payment for which is based on ability to pay.*

Board Approved on 2-20-2013



Goodwin

Community Health

Name/Address	Occupation
Chair David B. Staples, DDS	Dentist Consumer
Vice Chair Valerie Goodwin	Business
Board Treasurer Mark Boulanger	CPA
Board Secretary: Kelley LaRue	Design Consultant Consumer
Board Members	
Jane Wright	Certified Hemodialysis Technician Consumer
Pamela Bertram, MD	Physician
Robert F. Kraunz, MD	Retired Physician
Timothy Beaupre, Esq.	Attorney
Laurie A. Biracree	Yoga Instructor Consumer
Allison Neal	Education Consultant Consumer
Robert G. Fullerton	Retired Airline Pilot
Marissa Ruffini	Music Therapist Consumer
Hilton Kelly	Financial Advisor Consumer

311 Route 108 · Somersworth, NH 03878
(603) 749-2346 · Fax (603) 953-0066
www.GoodwinCH.org

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division of Public Health Services

Agency Name:

Goodwin Community Health

Name of Bureau/Section:

Community Health Services/Oral Health

BUDGET PERIOD:	SFY 2014	July 1, 2013 - June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Janet Atkins, Executive Director	\$107,640	0.00%	\$0.00
Erin Ross, Finance Director	\$74,672	0.00%	\$0.00
Whitney Goode, Dental Director	\$146,765	2.50%	\$3,669.12
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$3,669.12

BUDGET PERIOD:	SFY 2015	July 1, 2014 - June 30, 2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Janet Atkins, Executive Director	\$107,640	0.00%	\$0.00
Erin Ross, Finance Director	\$74,672	0.00%	\$0.00
Whitney Goode, Dental Director	\$146,765	2.50%	\$3,669.12
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$3,669.12

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

JANET M. ATKINS
311 Route 108
Somersworth, NH 03878

Jlaatsch@GoodwinCH.org

603-953-0065

Objective: To utilize my leadership skills to create a dynamic, sustainable non-profit organization.

WORK EXPERIENCE:

Goodwin Community Health (GCH)

Somersworth, NH

2001-Present

Executive Director

2005-Present

Accomplishments:

- Successfully retained all Directors and Physicians
- Built relationships with donors, foundations, local and state representatives and other non-profit and for-profit organizations
- Retention of an active Board of Directors
- Improvement of patient outcomes
- Successfully implemented mental health integration program
- Successfully acquired a for-profit mental health organization
- Developed a new partnership with Noble High School
- Developed a new partnership with Southeastern NH Services
- Obtained new grant funding of over \$7.0 million
- Expansion of donor base
- Development of a corporate compliance program
- Merged the public health and safety council under AGCHC

Responsibilities:

- Oversight of operations, finance, personnel and fund development
- Grant writing and donor development
- New business development
- Compliance with all federal and state regulations
- Build relationships and partnerships locally and statewide
- Strategic planning
- Report directly to the Board of Directors

Finance Director

2002-2005

Accomplishments:

- Brought in over \$3.0 million in grant funds for the organization
- Obtained Federally Qualified Health Center status in 2004
- Designed and implemented a successful new dental program
- Achieved a financial surplus annually

Responsibilities:

- Responsible for all financial transactions, billing, collections, patient accounts
- Strategic planning as it relates to capital funding
- Budget development, cost/benefit analysis of existing programs and potential new programs
- Development and implementation of an annual development plan
- Research, write, submit and provide follow-up reports for grant funds

• Oversee human resource functions of the organization
Grant Writer/Per Diem Nurse 2001-2002

**Grant Writing Services,
N. Hampton, NH
Sole Proprietor** 1999-2001

Accomplishments:

- Successfully researched and submitted grants for health and educational organizations totaling over \$150k

Responsibilities:

- Research private, industry, state and federal funds for non-profit organizations

North Shore Medical Center (Partners Health Care) 1991-1999
Salem, MA

**Acting Chief Operations Officer for the
North Shore Community Health Center** 1997-1999

Accomplishments:

- Successfully submitted their competitive Federal grant and other state grants
- Recruited a medical director and re-negotiated existing provider contracts to include productivity standards
- Re-designed operations to improve productivity
- Incorporated the hospital's medical residency program into the Health Center
- Achieved a financial surplus for the first time in five years
- Developed a quality improvement program and framework

Responsibilities:

- Placed at the Health Center by the North Shore Medical Center to revamp operations and improve the cash flow for the organization
- Reported directly to the Board of Directors

EDUCATION:

University of New Hampshire: M.B.A.
Durham, N.H. Concentration in Finance 1991

Northern Michigan University: B.S.N.
Marquette, M.I. Minor in Biology 1981

LICENSES/CERTIFICATES:

Real Estate Broker
N.H. Nursing License

PROFESIONAL:

Member of the National Association of Community Health Centers
Previous Board member of the United Way of the Greater Seacoast
Treasurer for the Health and Safety Council of Strafford County
Board member of the Community Health Network Access (CHAN)
Board member of the Rochester Rotary, slotted for President in 2011

Erin E. Ross
311 Route 108
Somersworth, NH 03878
Email Address: eross@goodwinch.org
(603) 516-2549

Objective

Obtain a position in Health Care, which will continue to build knowledge and skills from both education and experiences gained.

Qualifications

Mature, energetic individual possessing management experience, organizational skills, multi-tasking abilities, good work initiative and communicates well with internal and external contacts. Proficient in computer skills.

Education

September 1998 – May 2002

Bachelor of Science in Health Management & Policy
University of New Hampshire
Durham, New Hampshire 03824

Related Experience

July 2011 – Present

Finance Director
Goodwin Community Health

- Responsible for financial oversight of center to include supervision of accountant, bookkeeper, billing department and all clinical administrative staff.
- Assist Executive Director in budgeting process each fiscal year for center.
- Generate and assist with financial aspects of all center grants received.
- Complete on an as needed basis finance analysis's of various agency programs.
- Participate in agency fiscal audit at the end of each fiscal year.
- Member of Board of Directors level Finance Committee

August 2009- Present

Chief Executive Officer
Great Bay Mental Health Associates, Inc

- Responsible for all operations of private, for-profit mental health practice.
- Recruit both professional and administrative staff as needed for practice.
- Develop and implement policies and procedures as needed for practice.

August 2006 – June 2011

Service Expansion Director
Avis Goodwin Community Health Center

- Responsible for the overall function of the Winter St location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Assist with the integration of private OB/GYN practice into Avis Goodwin Community Health Center.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.

January 2005 – August 2006

Site Manager, Dover Location & Front Office Manager
Avis Goodwin Community Health Center

- Responsible for the overall function of the Dover location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.
- Supervise, hire and evaluate front office staff of both Avis Goodwin Community Health Center locations.
- Develop and implement policies and procedures for the smooth functioning of the front office.

May 2004 – January 2010

Dental Coordinator
Avis Goodwin Community Health Center

- Supervise, hire and evaluate dental staff, including Dental Assistant and Hygienists.
- Acted as general contractor during construction and renovation of existing facility for 4 dental exam rooms.
- Responsible for the operations of the dental center, development of educational programs for providers and staff and supervision of the school-based dental program.
- Developed policy and procedure manual, including OSHA and Infection Control protocols.
- Organize patient outcome data collection and quality improvement measures to monitor dental program and assure sustainability.
- Maintain all dental equipment and order all dental supplies.
- Coordinate grant fund requirements to multiple agencies on a quarterly basis.
- Oversee all aspects of billing for dental services, including training existing billing department staff.

July 2003 – May 2004

Administrative Assistant to Medical Director

Avis Goodwin Community Health Center

- Assist with Quality Improvement program by attending all meetings, generating monthly minutes documenting all aspects of the agenda and reporting quarterly data followed by the agency.
- Generate a monthly report reflecting provider productivity including number patients seen by each provider and no show and cancellation rates of appointments.
- Served as a liaison between patients and Chief Financial Officer to effectively handle all patient concerns and compliments.
- Established and re-created various forms and worksheets used by many departments.

December 2002 – May 2004

Billing Associate

Avis Goodwin Community Health Center

- Organize and respond to correspondence, rejections and payments from multiple insurance companies.
- Created an Insurance Manual for Front Office Staff and Intake Specialists as an aide to educate patients on their insurance.
- Responsible for credentialing and Re-credentialing of providers, including physicians, nurse practitioners and physician assistants, within the agency and to multiple insurance companies.
- Apply knowledge of computer skills, including Microsoft Office, Logician, PCN and Centricity.
- Designed a statement to generate from an existing Microsoft Access database for patients on payment plans to receive monthly statements.
- Assist Front Office Staff during times of planned and unexpected staffing shortages.

June 2002 - December 2002

Billing Associate

Automated Medical Systems
Salem, New Hampshire 03079

- Communicate insurance benefits and explain payments and rejections to patients about their accounts.
- Responsible for organizing and responding to correspondence received for multiple doctor offices.
- Determine effective ways for rejected insurance claims to get paid through communicating with insurance companies and patients.
- Apply knowledge of computer skills, including Microsoft Office, Accuterm and Docstar.

Work Experience

October 1998 – May 2002

Building Manager

Memorial Union Building – UNH
Durham, New Hampshire 03824

- Recognized as a Supervisor, May 2001-May 2002.
- Supervised Building Manager and Information Center staff.
- Responsible for managing and documenting department monetary transactions.
- Organized and led employee meetings on a weekly basis.
- Established policies and procedures for smooth functioning of daily events.
- Oversaw daily operations of student union building, including meetings and campus events.
- Served as a liaison between the University of New Hampshire, students, faculty and community.
- Organized and maintained a weekly list of rental properties available for students.
- Developed and administered new ideas for increased customer service efficiency.

References

Available upon request

Whitney E. Goode, DMD
Goodwin Community Health
311 Route 108
Somersworth, NH 03878
wgoode@GoodwinCH.com

Educational Experience

- **Tufts University School of Dental Medicine**, Boston, Massachusetts
DMD May 2007
- **Kalamazoo College**, Kalamazoo, Michigan
Bachelor of Liberal Arts 2003 Major: Chemistry
- **L'Ecole Superieure de Commerce**, Clermont-Ferrand, France
7 month study abroad program, completed an Inter Cultural Research Project entitled "The ways in which the Secours Catholique helps underprivileged families in French society"

Work Experience

- Goodwin Community Health (Aug 2007- present)
Serve as Dental Director (Aug 2009-present) and dentist in the Somersworth clinic
- Community Health Center of South Dade (May-June 2006)
Participated in a community service externship under the direction of Dr. Sheri Watson
- Kalamazoo College (2002-2003)
Performed research under the direction of Dr. Regina Stevens-Truss
- Karmanos Cancer Institute (June – August 2001)
Acted as a research assistant for Dr. Diane Brown, volunteered at the Walt Breast Clinic
- Kalamazoo College Peer Leader (2000-2001)
Served as a peer leader to the incoming class of 2004
- Port Huron Municipal Marinas (June- September 1999, 2000)
Position: Dock Attendant
- Dr. Goode's Dental Office (Sporadically from 1996-2002)
Discovered the various aspects of a dentist and a dental office's work

Research/Scientific Achievements

- Kalamazoo College
Research project entitled "*Spectrophotometric analysis of nitric oxide synthase: Effects of solvent composition on the heme pocket*" published in 2003
- Karmanos Cancer Institute in cooperation with Wayne State University
Research project entitled "*The effects of spiritual based therapy on the emotional well-being of African American Breast Cancer Patients*" published in 2004
- Assisted in research for a medical publication and debate on orthopedic surgery- "*The Successful Treatment of Cubital Tunnel Syndrome Does Not Require Transposition of the Ulnar Nerve: Proponents Statement*" published in the Journal of Hand Surgery Nov. 1999
- MASTER (math and science technology enriched research) (1995-1999)
 - St. Clair County Science and Engineering Fair (1996-1999)
 - ~ 1996 "*The effects of fluoride on tooth decay*" 2nd place
 - ~ 1997 "*The effects of wearing orthotics and the stress on your body*" 1st place
 - ~ 1999 "*The effects of ethlenediaminetetracetic acid on vitamin B3 deficiency in irradiated poultry*" 1st place
 - ~ 1998 "*The effects of ethlenediaminetetracetic acid on poultry bacteria's susceptibility to irradiation*" Grand Prize
 - International Science and Engineering Fair, Ft. Worth, Texas (May 1998)
 - ~ 2nd place with same 1998 project

Other Achievements

- Contributor to New Hampshire Oral Health Workforce Strategic Plan (2010)
- Dental Class Secretary (2003-2004) and (2005-2007)
- Delta Sigma Delta Dental Fraternity Secretary (2005-2006)
- Kalamazoo College Honors Award (four-year merit scholarship)
- Chairperson, National Honor Society 1998 & 1999
- Rotary Exchange Student Williamshaven, Germany (July 1997)

Activities

- Member, ADA (2003- present)

Whitney E. Goode, DMD
Goodwin Community Health
311 Route 108
Somersworth, NH 03878
wgoode@GoodwinCH.com

- Member, New Hampshire Dental Society (2007-present)
- Member, New Hampshire Dental Society Council on Membership (2008-present)
- Member, New Hampshire Dental Society New Dentist Committee (2009-present)
- Member, Smile Squad, Tufts University (2003-2007)
- Member, Delta Sigma Delta, Tufts University (2003-present)
- Member, SAC (Student Activities Committee) Kalamazoo College (1999-2003)
- Member & Secretary, American Chemical Society, Kalamazoo College (1999-2006)
- Volunteer, K Crew (Admissions Office Volunteer) Kalamazoo College (1999-2003)
- Soccer, travel, high school and intramural college (1991- 1999, 2002-2003)
- Volunteer, Red Cross, Kalamazoo, MI and Port Huron, MI (1997- 2001)
- Mentor, Bridge Builders Counseling Center, Port Huron, MI (1997-1999)

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Goodwin Community Health

Budget Request for: Community-Based Oral Health Services
(Name of RFP)

Budget Period: FY2014: July 1, 2013 - June 30, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 19,496.88	\$ -	\$ 19,496.88	
2. Employee Benefits	\$ 4,003.12	\$ -	\$ 4,003.12	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:				
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:				
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses				
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 23,500.00	\$ -	\$ 23,500.00	

Indirect As A Percent of Direct

0.0%

Budget Goal - enter budget goal	\$	23,500.00
Reconciliation - this line must equal \$0	\$	-

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Goodwin Community Health

Budget Request for: School-Based Oral Health Services
(Name of RFP)

Budget Period: FY2014: July 1, 2013 to June 30, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 13,570.96	\$ -	\$ 13,570.96	
2. Employee Benefits	\$ 2,714.19	\$ -	\$ 2,714.19	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 400.00	\$ -	\$ 400.00	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 300.00	\$ -	\$ 300.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 5,152.80	\$ -	\$ 5,152.80	
Office	\$ 320.05	\$ -	\$ 320.05	
6. Travel	\$ 350.00	\$ -	\$ 350.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 22,808.00	\$ -	\$ 22,808.00	

Indirect As A Percent of Direct

0.0%

Budget Goal - enter budget goal	\$	22,808.00
Reconciliation - this line must equal \$0	\$	(0.00)

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Goodwin Community Health

Budget Request for: Community-Based Oral Health Services
(Name of RFP)

Budget Period: FY2015: July 1, 2014 - June 30, 2015

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 19,496.88	\$ -	\$ 19,496.88	
2. Employee Benefits	\$ 4,003.12	\$ -	\$ 4,003.12	
3. Consultants	-	-	-	
4. Equipment:	-	-	-	
Rental	-	-	-	
Repair and Maintenance	-	-	-	
Purchase/Depreciation	-	-	-	
5. Supplies:	-	-	-	
Educational	-	-	-	
Lab	-	-	-	
Pharmacy	-	-	-	
Medical	-	-	-	
Office	-	-	-	
6. Travel	-	-	-	
7. Occupancy	-	-	-	
8. Current Expenses	-	-	-	
Telephone	-	-	-	
Postage	-	-	-	
Subscriptions	-	-	-	
Audit and Legal	-	-	-	
Insurance	-	-	-	
Board Expenses	-	-	-	
9. Software	-	-	-	
10. Marketing/Communications	-	-	-	
11. Staff Education and Training	-	-	-	
12. Subcontracts/Agreements	-	-	-	
13. Other (specific details mandatory):	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
TOTAL	\$ 23,500.00	\$ -	\$ 23,500.00	

Indirect As A Percent of Direct

0.0%

Budget Goal - enter budget goal	\$	23,500.00
Reconciliation - this line must equal \$0	\$	-

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Goodwin Community Health

Budget Request for: School-Based Oral Health Services
(Name of RFP)

Budget Period: FY2014: July 1, 2014 to June 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 14,922.66	\$ -	\$ 14,922.66	
2. Employee Benefits	\$ 2,984.53	\$ -	\$ 2,984.53	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 600.00	\$ -	\$ 600.00	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 300.00	\$ -	\$ 300.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 5,610.76	\$ -	\$ 5,610.76	
Office	\$ 320.05	\$ -	\$ 320.05	
6. Travel	\$ 350.00	\$ -	\$ 350.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 25,088.00	\$ -	\$ 25,088.00	

Indirect As A Percent of Direct

0.0%

Budget Goal - enter budget goal	\$	25,088.00
Reconciliation - this line must equal \$0	\$	(0.00)

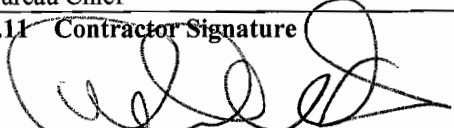
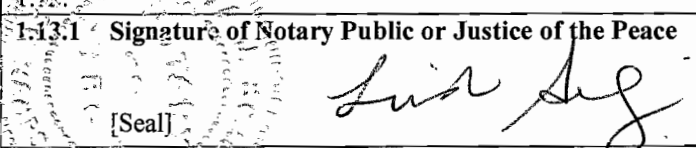
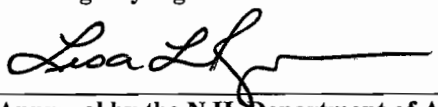
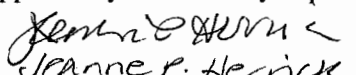
Subject: Community-based oral health services will be provided to underserved people living in the greater Nashua area.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH, Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Greater Nashua Dental Connection, Inc.		1.4 Contractor Address 31 Cross Street Nashua, NH 03064	
1.5 Contractor Phone Number (603) 879-9314	1.6 Account Number 05-95-90-902010-4527-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$71,200
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Debra Twomey - Business Manager	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>3/18/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Linda Scalzi LINDA J. SCALZI, Notary Public My Commission Expires April 23, 2013			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: <u>28 Mar 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

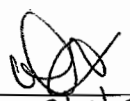
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: 
Date: 3/18/13

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials:

Date:

[Handwritten Signature]
3/18/13

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A
Scope of Services

Community-Based Oral Health Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Greater Nashua Dental Connection, Inc.

ADDRESS: 31 Cross Street
Nashua, NH 03064

Business Manager: Dedra Twomey
TELEPHONE: (603) 879-9314

The Contractor shall provide community-based oral health services as specified below:

I. General Provisions

A. The contractor shall use one of the following models to provide the following services:

1. The "clinic model" that provides on-site comprehensive preventive and/or restorative treatment.
2. The "combination clinic voucher model" that provides preventive treatment at one site and provides care coordination to link clients with restorative treatment at another site.

Oral health care services for the targeted population(s) shall include risk assessment, oral screenings with appropriate referrals, oral health education, early diagnosis of oral diseases, preventive care focused on age appropriate dental sealants, links to restorative treatment and disease management. Resources shall be directed to providing evidence-based oral health interventions.

B. Eligibility and Income Determination

1. The Contractor shall provide oral health services to low-income, uninsured, and underinsured children and adults within the defined service area who don't have regular access to oral health care. Low-income children and families are defined as < 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year, in the State of New Hampshire.
2. If parental permission forms indicate that the child may be eligible for enrollment in Medicaid, the Contractor shall assist the family to complete the most recent version of the Medicaid enrollment form.

C. Relevant Policies and Guidelines

The community-based oral health program shall:

1. Require no fee for any Medicaid client.
2. Assist eligible families with Medicaid enrollment directly or through referral.
3. Become a Medicaid provider for qualified clients.

4. Provide a sliding fee scale for children from families without Medicaid, SCHIP or private dental insurance.
5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care.
6. Resources shall be directed to evidence-based interventions.
7. Explore and secure future funding sources.

D. Numbers Served

Oral screening services are to be provided to a minimum of 1,750 individuals throughout each year of the contract term.

E. Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

F. State and Federal Laws

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.

3. The contractor shall comply with standards developed by the Occupational Safety and Health Administration (OSHA).

G. Publications Funded Under Contract

1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).

H. Subcontractors

If services required to comply with this Exhibit are provided by a subcontracted agency or provider, the DPHS Oral Health Program must be notified in writing, receive a copy of the subcontract or Memorandum of Agreement (MOA), and approve the subcontract (MOA) prior to its initiation. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

I. Minimal Scope of Core Services

A. Service Requirements

The community-based oral health program shall consist of the following components:

1. Clinical services shall be provided under the supervision of a dentist licensed to practice in New Hampshire.
2. Visual oral screenings or exams by a NH Licensed Dentist or a NH Registered Dental Hygienist with screening results available to clients or to parents of children screened.
3. Oral health educational presentations by health professionals to individuals at chair side or to groups in a classroom setting as part of a health care curriculum.
4. Topical fluoride application as part of a regular preventive routine or, when appropriate, through a school-based fluoride rinse program in schools wishing to participate.
5. A preventive dental sealant program for students through a school-based or school-linked program that assesses risk of dental disease and tooth eruption.
6. With the exception of orthodontic care, the program shall provide assistance in obtaining restorative care for students without an established dental provider.
7. Oral health data collection to support a knowledge base and dental data surveillance system for use in policy development, assessment, and capacity building at state and local levels.
8. Notice to families without access to dental services that a sliding fee scale is available and that no student will be denied school-based dental services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the Oral Health Program prior to initiating any research related to this contract.

B. Staffing Provisions

The Contractor shall be responsible for compliance with the New Hampshire Dental Practice Act. All dental health professionals shall have the appropriate New Hampshire license. The Contractor shall provide the DPHS Oral Health Program with a resume, a copy of the NH license if appropriate, and job description for any current professional staff in the program and notify the

State in writing of any staffing changes, along with a copy of the resume of any new staff hired within one month of date of hire.

Staffing Changes

1. New Hires: The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.
2. Vacancies: The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

C. Coordination of Services

1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.
2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

D. Meetings and Trainings

The Contractor will be responsible to send staff to meetings and trainings required by the Oral Health Program, including but not limited to the Annual Oral Health Forum and Calibration Clinic for School-Based Hygienists.

II. Quality or Performance Improvement (QI/PI)

A. Work plans

1. Performance Work plans are required bi-annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The work plans are a key component of the Oral Health Program performance-based contracting system and of this contract.
2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health Workplan Progress/Outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.
3. The Contractor shall submit a performance-based workplan with this application for funding and by July 15th of the second contract year.

4. The Contractor shall comply with minor modifications and/or additions to the work plan and annual report format as requested by the Oral Health Program. The Oral Health Program will provide the Contractor with advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.

B. Data and Reporting Requirements

In addition to Performance Workplans, the Contractor shall submit to the Oral Health Program the following data used to monitor program performance:

1. Work plans and Work plan Outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
2. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff List forms must be completed according to the relevant instructions and submitted as requested by DPHS and, at minimum, by April 30 of each year.
3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
4. A copy of the Sliding Fee Scale shall be submitted by March 1st of each contract year. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.
5. An annual summary of feedback from school administrators, families and providers obtained during the prior contract year and of the method by which the results were obtained must be submitted with the bi-annual work plan.

C. On-Site Reviews

1. The Contractor shall allow a team or person authorized by the Oral Health Program to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.
3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency Performance Workplan.

D. Performance Measures

Community- Based Performance Measures

1. A minimum of 800 pediatric clients (0-less than 19 years) shall receive oral screenings
2. A minimum of 800 adult clients (19 years and older) shall receive oral screenings
3. Percent of clients receiving prophylaxis
4. Percent of clients receiving restorative treatment
5. Percent of children receiving dental sealants
6. Percent of broken dental appointments (visits)

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NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

Community-Based Oral Health Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Greater Nashua Dental Connection, Inc.

**ADDRESS: 31 Cross Street
Nashua, NH 03064**

**Business Manager: Dedra Twomey
TELEPHONE: (603) 879-9314**

Vendor #158470-B001

Job #90072003

Appropriation #05-95-90-902010-4527-102-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$71,200 for oral health initiatives, funded from 44.7% Federal funds from the Centers for Disease Control (CDC) (CFDA #93.991) and 55.3% from General funds.

TOTAL: \$71,200

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.

7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

The remainder of this page is intentionally left blank.

Contractor Initials: AK
Date: 3/18/13

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

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

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- X (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The remainder of this page is intentionally left blank.


18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

Contractor Initials: 
Date: 3/18/12

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

Contractor Initials: AK
Date: 3/18/13

NH Department of Health and Human Services

Standard 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 to 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 5151-51-5160 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 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 certification 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**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) 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);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (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;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 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.

Greater Nashua Dental Connection, Inc. From: July 1, 2013 or date of G&C Approval, whichever is later To: June 30, 2015

Contractor Name **Period Covered by this Certification**

Debra Twodley Business Manager
Name and Title of Authorized Contractor Representative

[Signature] 3/18/13
Contractor Representative Signature **Date**

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

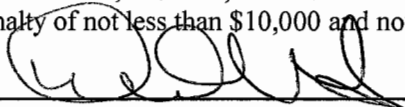
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: 07/01/2013 or date of G&C Approval, whichever is later, through 06/30/2015

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Contractor Signature

Business Manager

Contractor's Representative Title

Greater Nashua Dental Connection, Inc.

Contractor Name

3/18/13

Date

NH Department of Health and Human Services

Standard 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 transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

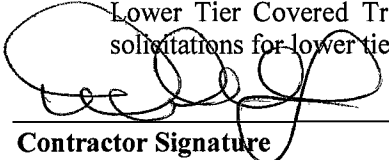
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
 - c. 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
 - d. 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.
2. 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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



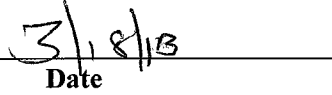
Contractor Signature



Contractor's Representative Title

Greater Nashua Dental Connection, Inc.

Contractor Name



Date

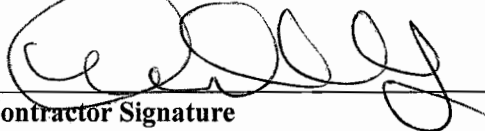
NH Department of Health and Human Services


Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

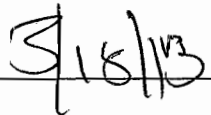
The contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


Contractor Signature


Contractor's Representative Title

Greater Nashua Dental Connection, Inc.
Contractor Name


Date

NH Department of Health and Human Services

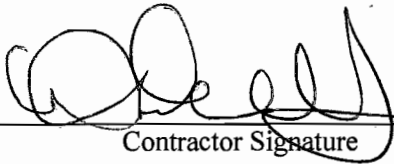
STANDARD EXHIBIT H

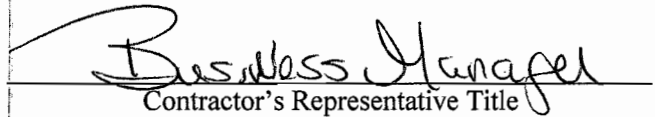
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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 Signature


Contractor's Representative Title

Greater Nashua Dental Connection, Inc.
Contractor Name

3/18/13
Date

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

DIVISION OF PUBLIC HEALTH SERVICES

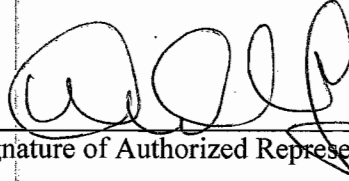
The State Agency Name

GREATER NASHUA DENTAL CONNECTION, INC.

Name of Contractor



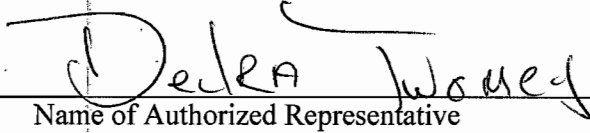
Signature of Authorized Representative



Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

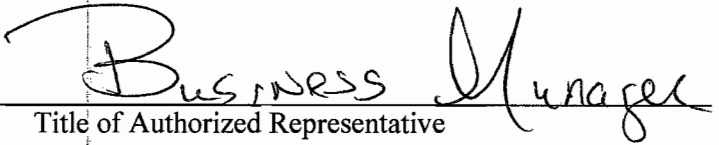
Name of Authorized Representative



Name of Authorized Representative

BUREAU CHIEF

Title of Authorized Representative



Title of Authorized Representative

3-30-2013

Date

3/18/13

Date

NH Department of Health and Human Services

STANDARD 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.

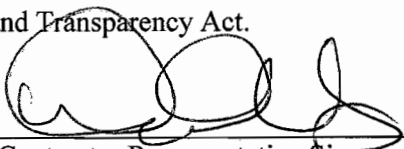
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 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:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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 Sub-award 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 Representative Signature)



(Authorized Contractor Representative Name & Title)

Greater Nashua Dental Connection, Inc.

(Contractor Name)



(Date)

NH Department of Health and Human Services

STANDARD 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: 101901440

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, sub-grants, and/or cooperative agreements?

NO

YES

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

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

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

NO

YES

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

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

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

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

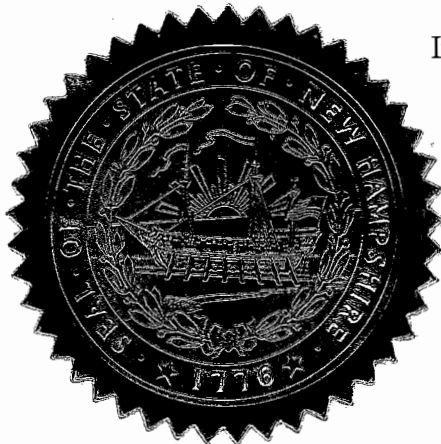
Contractor Initials: WJ

Date: 3/15/13

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA DENTAL CONNECTION, INC. is a New Hampshire nonprofit corporation formed October 7, 1998. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of January A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Donna L. Kalil, DMD, of The Greater Nashua Dental Connection, Inc. do hereby certify that:

1. I am the duly elected President of the Board of Directors of The Greater Nashua Dental Connection, Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on March 18, 2013;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services.

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 18, 2013.

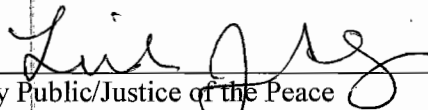
IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Board of Directors of the corporation this 18 day of March 2013.



Donna L. Kalil DMD

STATE OF New Hampshire
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 18th day of March, 20 13 by Donna L. Kalil, DMD.



Notary Public/Justice of the Peace
My Commission Expires:

LINDA J. SCALZI, Notary Public
My Commission Expires April 23, 2019



Client#: 36503

GREAT2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/15/2013

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

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

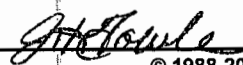
PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Greater Nashua Dental Connection, Inc. 31 Cross Street Nashua, NH 03064	INSURER A: CNA Insurance Companies	
	INSURER B: Travelers Indemnity Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			224044020	09/05/2012	09/05/2013	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$2,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				GENERAL AGGREGATE \$3,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident) \$
			PROPERTY DAMAGE (Per accident) \$				
			\$				
UMBRELLA LIAB			EACH OCCURRENCE \$				
EXCESS LIAB			AGGREGATE \$				
DED RETENTION \$			\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6KUB0523N93712	06/22/2012	06/22/2013	WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y	N/A				E.L. EACH ACCIDENT \$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$500,000
							E.L. DISEASE - POLICY LIMIT \$500,000

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

CERTIFICATE HOLDER Director, Division of Public Health Services, NH Department of Health & Human Services, 29 Hazen Drive Concord, NH 03301-6504	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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Client#: 36503

GREAT2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2013

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

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

PRODUCER: Davis Towle Morrill & Everett, 115 Airport Road, Concord, NH 03302-1260. CONTACT NAME: [Blank], PHONE (A/C, No, Ext): 603 225-6611, FAX (A/C, No): 603-225-7935. INSURER A: CNA Insurance Companies, INSURER B: Travelers Indemnity Co.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

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

CERTIFICATE HOLDER: State of NH, Dept of Health & Human Services, 129 Pleasant St., 4th Floor, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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GREATER NASHUA DENTAL CONNECTION, INC.

Financial Statements

For the Year Ended June 30, 2011

(With Independent Auditors' Report Thereon)



MELANSON HEATH & COMPANY, PC

CERTIFIED PUBLIC ACCOUNTANTS
MANAGEMENT ADVISORS

102 Perimeter Road
Nashua, NH 03063-1301
Tel (603) 882-1111 • Fax (603) 882-9456
www.melansonheath.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Greater Nashua Dental Connection, Inc.
Nashua, New Hampshire

We have audited the accompanying statement of financial position of Greater Nashua Dental Connection, Inc. (the Clinic) (a nonprofit organization) as of June 30, 2011 and the related statements of activities, functional expenses, and cash flows for the year then ended. These financial statements are the responsibility of the Clinic's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Nashua Dental Connection, Inc. as of June 30, 2011, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

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 Clinic's financial statements for the year ended June 30, 2010, from which the summarized information was derived.

Melanson, Heath + Company P.C.

Nashua, New Hampshire
December 22, 2011

Additional Offices:
Andover, MA • Greenfield, MA • Ellsworth, ME • Manchester, NH

GREATER NASHUA DENTAL CONNECTION, INC.

Statement of Financial Position

June 30, 2011

(With Comparative Totals as of June 30, 2010)

<u>ASSETS</u>	<u>2011</u>	<u>2010</u>
Cash	\$ 136,436	\$ 146,667
Grants receivable	6,250	6,250
Pledges receivable	-	45,000
Accounts receivable, net	14,445	17,028
Prepaid expenses	6,959	4,568
Total Current Assets	164,090	219,513
Property and equipment, net	205,070	222,399
Long-term investments	223,236	194,454
TOTAL ASSETS	\$ <u>592,396</u>	\$ <u>636,366</u>
 <u>LIABILITIES AND NET ASSETS</u>		
Accounts payable	\$ 1,525	\$ 1,482
Accrued expenses	4,476	4,675
Total Current Liabilities	6,001	6,157
Note payable	185,000	185,000
TOTAL LIABILITIES	191,001	191,157
Net Assets:		
Unrestricted	401,395	415,209
Temporarily restricted	-	30,000
Total Net Assets	401,395	445,209
TOTAL LIABILITIES AND NET ASSETS	\$ <u>592,396</u>	\$ <u>636,366</u>

See accompanying notes to the financial statements.

GREATER NASHUA DENTAL CONNECTION, INC.

Statement of Activities

For the Year Ended June 30, 2011

(With Comparative Totals for the Year Ended June 30, 2010)

	Unrestricted	Temporarily Restricted	Total 2011	Total 2010
Revenues and Public Support:				
Net patient service revenue	\$ 250,658	\$ -	\$ 250,658	\$ 282,558
Corporate contributions	16,090	-	16,090	77,525
Foundation contributions	2,380	-	2,380	18,800
Fundraising income	53,535	-	53,535	59,527
Grant income	91,100	-	91,100	84,611
Individual contributions	11,283	-	11,283	21,070
Interest and dividend income	1,658	-	1,658	2,471
Investment unrealized and realized gains, net	2,404	-	2,404	37,951
Released from restrictions	30,000	(30,000)	-	-
Total Revenues and Public Support	459,108	(30,000)	429,108	584,513
 Functional Expenses:				
Program services	322,247	-	322,247	357,033
General management	139,575	-	139,575	124,798
Fundraising expense	11,100	-	11,100	10,803
Total Functional Expenses	472,922	-	472,922	492,634
Change in net assets	(13,814)	(30,000)	(43,814)	91,879
Net Assets, Beginning of year	415,209	30,000	445,209	353,330
Net Assets, End of year	\$ 401,395	\$ -	\$ 401,395	\$ 445,209

See accompanying notes to the financial statements.

GREATER NASHUA DENTAL CONNECTION, INC.

Statement of Functional Expenses

For the Year Ended June 30, 2011

(With Comparative Totals for the Year Ended June 30, 2010)

	<u>Program Services</u>	<u>General Management</u>	<u>Fundraising Expense</u>	<u>Total 2011</u>	<u>Total 2010</u>
Personnel Expense:					
Salary and wages	\$ 186,828	\$ 109,800	\$ -	\$ 296,628	\$ 308,790
Payroll taxes	19,637	7,336	-	26,973	26,840
Employee benefits	5,290	-	-	5,290	10,668
Professional development	685	-	-	685	580
Occupancy:					
Rent/Utilities	10,499	4,499	-	14,998	12,491
Telephone	1,984	662	-	2,646	2,905
Insurance	5,970	2,849	-	8,819	7,813
Professional Fees	-	7,587	-	7,587	7,575
Depreciation	20,419	2,269	-	22,688	24,530
Other Expenses:					
Dental supplies	31,955	-	-	31,955	30,352
Bookkeeping service	950	106	-	1,056	1,113
Building maintenance	8,884	2,235	-	11,119	7,047
Office supplies	3,061	770	-	3,831	2,858
Dues/subscriptions	3,301	450	-	3,751	3,271
Computer expense	1,194	431	-	1,625	1,071
Postage	193	581	-	774	725
Bank charges	1,281	-	-	1,281	1,190
Community involvement	213	-	-	213	324
Printing	597	-	-	597	730
Grant acquisition	2,759	-	-	2,759	2,943
Employee relations	578	-	-	578	1,638
Fund raising expenses	-	-	11,100	11,100	10,803
Miscellaneous	4,710	-	-	4,710	5,417
Direct Assistance	11,259	-	-	11,259	20,960
Total Expenses	\$ 322,247	\$ 139,575	\$ 11,100	\$ 472,922	\$ 492,634

See accompanying notes to the financial statements.

GREATER NASHUA DENTAL CONNECTION, INC.

Statement of Cash Flows

For the Year Ended June 30, 2011

(With Comparative Totals for the Year Ended June 30, 2010)

	2011	2010
<u>Cash Flows From Operating Activities</u>		
Change in net assets	\$ (43,814)	\$ 91,879
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	22,689	24,530
Net realized and unrealized (gain)/loss on investments	6,820	(55,072)
Changes in assets and liabilities:		
Grants receivable	-	2,928
Pledges receivable	45,000	(45,000)
Accounts receivable	2,583	12,363
Prepaid expenses	(2,391)	(1,215)
Accounts payable	43	743
Accrued expenses	(199)	(7,601)
Net cash provided by operating activities	30,731	23,555
<u>Cash Flows From Investing Activities</u>		
Purchase of property and equipment	(5,360)	(41,863)
Proceeds from the sale of investments	300,653	224,407
Purchase of investments	(336,255)	(209,460)
Net cash used in investing activities	(40,962)	(26,916)
Net decrease in cash	(10,231)	(3,361)
Cash, Beginning of year	146,667	150,028
Cash, End of year	\$ 136,436	\$ 146,667

See accompanying notes to the financial statements.

Mission & Vision

Good oral health is an essential part of overall health. *Our mission is to provide access to affordable oral health care to those in need.* The GNDC serves people of all ages, regardless of financial, linguistic, cultural or geographic barriers.

In order to best carry out our mission, we offer care to those who are eligible for benefits, as well as low-cost services to those without insurance or benefits. We are dedicated to offering significantly reduced fees to help make quality care more accessible to those who may not be able to afford dental care on a regular basis. Last year alone, the Greater Nashua Dental Connection proudly:

Held over 3,100 appointments;

Treated over 1,500 patients;

Performed over 500 unduplicated emergencies; and

Transported and treated (on average) 15-25 students/per week.

Current economic conditions continue to challenge access to affordable health care for many families and individuals. Additionally, many patients travel to our dental clinic due to a lack of similar agencies throughout the state. We are committed to improving the dental health and lives of New Hampshire residents and aim to increase funding, partnerships and program reach. Most recently, we have expanded our clinic hours to help to meet community need.

Our vision for the Greater Nashua Dental Connection includes:

Increasing outreach to area businesses and employees;

Creating new partnerships with community agencies;

***Increasing the number of students treated through our School Program;
and***

Raising community awareness of the importance of good oral health.

Our mission is possible because of generous community and corporate support, and the collaboration and dedication of our staff, board, volunteers and dental community. Please contact us if you would like to be part of our important mission.

**Board of Directors
2013-2014**

**Greater Nashua Dental
Connection, Inc.
31 Cross Street
Nashua, NH 03064**

**Donna L. Kalil, DMD
(President)**

**Linda Scalzi
(Vice President)**

**Claudie Mahar
2ND Vice President**

**Andrew Limbek
Treasurer**

**Roberta Abodeely
(Secretary)**

**Kristin Moavenian
(Head of Fundraising)**

Eliot Paisner, DMD

Beth A. Kress, DDS

Melissa Mei-Yen Wu, MD

Ajay Joginder Sharma, MD

Juliana Rowland

Luann Laquerre

Kathleen Cowette

Angel Jose Torio, DMD. MD

Kerran Vigroux

Joshua Osofsky, DMD

Edward Ferrero

Adam C. Varley

**Board of Directors
2013-2014**

**Greater Nashua Dental
Connection, Inc.
31 Cross Street
Nashua, NH 03064**

**Donna L. Kalil, DMD
(President)**

**Linda Scalzi
(Vice President)**

**Claudie Mahar
2ND Vice President**

**Andrew Limbek
Treasurer**

**Roberta Abodeely
(Secretary)**

**Kristin Moavenian
(Head of Fundraising)**

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division of Public Health Services

Agency Name:

Greater Nashua Dental Connection

Name of Bureau/Section:

Community Health Services/Oral Health

BUDGET PERIOD:	SFY 2014	July 1, 2013 - June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Michael Paisner - Dental Director	\$26,112	24.00%	\$6,266.88
Lauren Brenner - Staff Dentist	\$57,600	25.00%	\$14,400.00
Christopher Moriarty - Staff Dentist	\$57,600	25.00%	\$14,400.00
Elizabeth Starr - Staff Dentist	\$26,112	3.95%	\$1,031.42
Dedra Twomey - Business Manager	\$62,400	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$36,098.30

BUDGET PERIOD:	SFY 2015	July 1, 2014 - June 30, 2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Michael Paisner - Dental Director	\$49,385	19.99%	\$9,872.06
Lauren Brenner - Staff Dentist	\$61,500	20.39%	\$12,539.85
Christopher Moriarty - Staff Dentist	\$62,250	20.38%	\$12,686.55
Elizabeth Starr - Staff Dentist	\$26,112	0.00%	\$0.00
Dedra Twomey - Business Manager	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$35,098.46

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

Michael Paisner, DMD

603-879-9314
31 Cross Street Nashua, NH 03062
gndc@comcast.net

Education

University of New Hampshire – Durham, NH

Bachelor of Science – May, 2002

Department of Kinesiology – emphasis in Athletic Training

- *Cum laude*

Tufts University School of Dental Medicine – Boston, MA

DMD – May, 2010

- *Magna Cum Laude*

Awards/Recognition

Omikron Kappa Upsilon Dental Honor Society

American Academy of Esthetic Dentistry Student Award of Merit

"Top Dentist" – New Hampshire Magazine – 2012 (<http://www.usatopdentists.com/>)

Memberships/Organizations

American Dental Association, New Hampshire Dental Society, Nashua Dental Society

- Active member since 2010

Academy of General Dentistry

- Pre-Fellowship status

- Active member since 2010

New England Dental Society

- Active member since 2011

Experience

General Dentist

Paisner Dental Associates [June 2010 - present]

Dental Director

The Greater Nashua Dental Connection [July 2010 - present]

Lauren R. Brenner, D.M.D.

31 Cross Street
Nashua, NH 03064
(603) 879-9314

Objective: A position for a general dentist who has the compassion and skill to be an effective practitioner.

Education:

University of Pennsylvania School of Dental Medicine, Philadelphia, Pa
Doctor of Medical Dentistry, awarded May 2012

Franklin & Marshall College, Lancaster, Pa
Bachelor of Arts, awarded May 2006
Anthropology Major, GPA: 3.85
Exploration: Public Health Policy
Overall GPA: 3.82; Class Rank: 26/428

New England Emergency Medical Services Institute, Manchester, NH
Emergency Medical Technician (EMT) License, August 2002

Honors and Achievements:

Buchanan Scholarship to Franklin & Marshall College
Honor's List: (Awarded to semester average of 3.7 or better) Fall 2002,
Spring and Fall 2003, Fall 2004, Spring, Fall 2005, Spring 2006
Dean's List: (Awarded to semester average of 3.25 or better) Spring 2004
Charles Mayard Travel Grant, Spring 2005
Pi Gamma Mu Social Science Honor Society
Black Pyramid Senior Honor Society
Phi Beta Kappa Honor Society
Magna Cum Laude

Activities:

2009-2012	University of Pennsylvania School of Dental Medicine: Penn Smiles
2009-11	University of Pennsylvania School of Dental Medicine Oral Cancer Walk Society volunteer
2008	Projects Abroad Volunteer Organization: Limpopo National Wildlife Reserve, Botswana
2006	Brush, Brush Smile Mobile Dental Clinic
2002-2005	Executive Board Member, College Entertainment Committee
2002-2006	Member, F&M Cares Community Service Club
2002-2004	Photographer, College Reporter, Franklin & Marshall's newspaper

Summer and Part-time Work:

New Boston Dental Care, New Boston, NH
Part-time Associate General Dentist, provide dental care of the highest quality. I
diagnose, prevent, and treat oral maladies. Currently, I am under the mentorship of Dr. R.
C. Brenner & Dr. A. Elliot; I am benefitting greatly from their experience & knowledge.
July 2012- Present

Greater Nashua Dental Connection (GNDC), Nashua, NH
Part-time Associate General Dentist, provide dental care of the highest quality. GNDC is
a non-profit organization providing access to affordable healthcare to the underserved
populations of New Hampshire. July 2012- Present.

Concord Oral Surgery, Concord, NH

Surgical assistant assist oral surgeons during procedures that may or may not require intravenous sedation. I was responsible for preparing the patient for surgery, assisting the surgeon and monitoring the patient's vital signs during surgery, and post-procedural care of the patient. April 2007- August 2007

Brush, Brush Smile Mobile Dental Clinic, Lancaster, Pa

Volunteer dental assistant, providing dental care to children under the age of 18, who are on Medicaid or do not have health insurance. Spring 2006

New Hampshire Division of Historical Resources, Concord, NH

Chosen as an intern for the New Hampshire State Conservation and Rescue Archaeology Program to help organize and run an archaeological field school for high school and college students. Summer 2005

New Boston Dental Care, New Boston, NH

Dental assistant, and laboratory technician, assisted dentist in routine, emergency, and surgical procedures. I was responsible for preparing impressions of teeth and making dental appliances. 1997-2006

Christopher Moriarty

31 Cross Street
Nashua, NH 03064
603-879-9314

Education:

Tufts School of Dental Medicine, Boston, MA
Doctor of Dental Medicine 2012

Saint Joseph's University, Philadelphia, PA
Bachelor of Science in Biology, 2008

Experience:

Associate Dentist, Greater Nashua Dental Connection, Nashua NH, October 2012 to present

General dentistry in a public health setting providing simple restorative, removable prosthetics, extractions and dental triage to an in need patient population.

Associate Dentist, John Machell DMD, Nashua NH July 2012 to present

General family dentistry encompassing restorative, fixed and removable prosthetics, endodontics, simple extractions and socket preservation.

North Shore Community Health Center, Salem, MA 2011

Performed procedures on patients living in the underserved community; gained working experience in operative, prosthodontics, emergency, oral surgery and endodontics.

Ethics, Professionalism and Citizenship Committee,
Tufts University School of Dental Medicine 2008-2012

As an elected class representative, worked with other committee members to uphold the school's honor code and promote professional and ethical behavior within the school.

Honors:

Dr. Alfred Osher and Mrs. D. Suzi Osher Scholarship, 2012

Awarded to students with exceptional personal and work ethics

Dr. Robert J. Chapman Scholarship in Ethics, 2011

Awarded to students who promote ethics and professionalism within the school

Saint Joseph's University Merit Scholarship, 2004-2008

Elizabeth Gasch Starr, D.M.D.

31 Cross Street
Nashua, NH 03064
603-879-9314

Qualifications

Practicing dentist with over 30 years of experience in private dental practice in Massachusetts and New Hampshire. Actively involved in mentoring young dentists throughout my career. Member of the ADA and the MDS since graduating from dental school and active with MDS committees. In conjunction with the Yankee Dental Congress, volunteered as a presiding chairperson and room coordinator for many years. Skills updated every year through extensive continuing education.

Experience

General dentist in practice in MA and NH since graduation from Tufts. Experience in all phases of restorative dentistry, including cosmetic dentistry, implant restoration, implant supported bridges, crowns, bridges, endodontics, oral surgery, partial dentures, and dentures.

Nashua, NH	Greater Nashua Dental Connection General Dentist	2012-present
Windham, NH	Kalil Dental Associates General Dentist	2011-present
Nashua, NH	Kalil & Kress Family and Cosmetic Dentistry General Dentist	2011-present
Wakefield, MA	Gentle Dental General Dentist	2011
Peabody, MA	Aspen Dental General Dentist	2010
Boston, MA	North End Community Health Center General Dentist MGH Appointment, Oral Surgery	2003-2010
Saugus, MA	Owner, Private Practice General Dentist Established new practice, building patient base from surrounding communities	1998-2006

Experience - continued

Carlisle, MA	Dr. Andrea Richman General Dentist	1992-2003
Medford, MA	Dr. Kathleen O'Loughlin General Dentist	1988-1992

Professional Memberships & Affiliations

American Dental Association
American Association of Women Dentists
Academy of Dentistry International
MA Dental Society
Past-President Women's Dental Society of MA
New Hampshire Dental Association
American Academy of Cosmetic Dentistry

Education

Tufts University School of Dental Medicine Boston, MA	D.M.D.
US Public Health Service Scholarship	
Trinity University San Antonio, TX	B.A.

Licenses

MA Dental License	#14603
NH Dental License	#03878
Federal DEA License	
MA Controlled Substances License	

DEDRA TWOMEY
31 Cross Street
Nashua, NH 03064
603-879-9314

April 2007-Present

Greater Nashua Dental Connection

Business Manager

Responsible for all financial reporting
Prepare and review yearly budget for approval
Prepare end of month, quarterly, and year end reporting
Implement internal Controls
Yearly audit
Grant Management
Accounts Payable/Accounts Receivable
Bank reconciliations
Employee Payroll
Human Resource functions
Property Management
Fundraising

2004 - 2007

Rockingham Park Race Track

Pari-mutuels Clerk

Deal directly with public
Controller/Money Clerk - reconciling daily cash activity

2000 - 2005

K.C. Electric Co., Inc.

Office Manager

Accounts Payable/Accounts Receivable
Employee Payroll
Responsible for all incoming and outgoing correspondence
End of month, quarterly, and year end reporting
Reconciliations

1992 - 1995

Newburg Construction

Office Manager

Accounts Payable/Accounts Receivable
Employee Payroll
Responsible for all incoming and outgoing correspondence
End of month, quarterly, and year end reporting
Reconciliations

EDUCATION:

Winthrop High School, Winthrop MA
St. Pete College, St. Pete, FL

References available upon request

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Greater Nashua Dental Connection, Inc.

Budget Request for: Community-Based Oral Health Services
(Name of RFP)

Budget Period: July 1, 2013 - June 30, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 36,100.00	\$ -	\$ 36,100.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 36,100.00	\$ -	\$ 36,100.00	

Indirect As A Percent of Direct

0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	\$ 36,100.00
Reconciliation - (this line must be equal to or greater than \$0)	\$ -

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Greater Nashua Dental Connection, Inc.

Budget Request for: Community-Based Oral Health Services
(Name of RFP)

Budget Period: July 1, 2014- June 30, 2015

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 35,100.00	\$ -	\$ 35,100.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 35,100.00	\$ -	\$ 35,100.00	

Indirect As A Percent of Direct

0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available) \$ 35,100.00
Reconciliation - (this line must be equal to or greater than \$0) \$ -


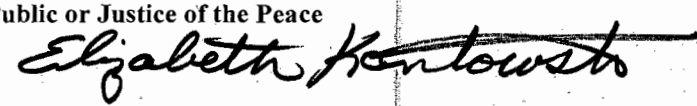

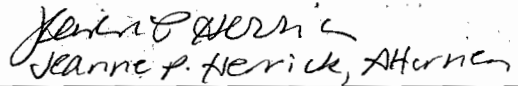
Subject: School-based oral health services for underserved students in the Twin Rivers Region and Laconia, NH

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Health First Family Care Center		1.4 Contractor Address 841 Central Street Franklin, NH 03235	
1.5 Contractor Phone Number (603) 934-0177 ext. 106	1.6 Account Number 05-95-90-902010-4527-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$47,896
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Glenna Goodman, BOD Chair	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u>3/15/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace ELIZABETH KANTOWSKI, Notary Public My Commission Expires September 14, 2016			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: <u>28 May 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

School-Based Oral Health Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Health First Family Care Center

ADDRESS: 841 Central Street, Franklin, NH 03235

Director: Richard D. Silverberg
TELEPHONE: (603) 934-0177

The Contractor shall provide school-based oral health services as specified below:

I. General Provisions:

The contractor shall provide oral health assessment, preventive services, and referrals for restorative treatment for low-income, uninsured, and underinsured children within the defined service area who don't have regular access to oral health care.

A. Numbers Served

Oral assessment services are to be provided to a minimum of 300 students throughout each year of the contract term.

B. The contractor shall use one of the following models:

1. The "clinic model" that provides on-site comprehensive preventive and/or restorative treatment.
2. The "combination clinic referral model" that provides preventive treatment at one site and provides care coordination to link clients with restorative treatment at another site.

C. Eligibility and Income Determination

1. Low-income children and families are defined as $\leq 185\%$ of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year), in the State of New Hampshire.
2. If parental permission forms indicate that the child may be eligible for enrollment in NH Medicaid, the Contractor shall assist the family to complete the most recent version of the Medicaid enrollment form.

D. Oral health services for the targeted population(s) shall include:

1. risk assessment;
2. oral health education;
3. oral screening;
4. early diagnosis of oral diseases;
5. preventive care focused on age appropriate dental sealants and fluoride application;
6. and care coordination that links children to restorative treatment and disease management in a "dental home."

E. Relevant Policies and Guidelines

The school-based oral health program shall:

1. Require no fee for any NH Medicaid client.
2. Assist eligible families with NH Medicaid enrollment directly or through referral.
3. Become a NH Medicaid provider for qualified clients.
4. Provide a sliding fee scale for children from families without NH Medicaid or private dental insurance.
5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care.
6. Direct resources to evidence-based interventions.
7. Explore and secure future funding sources.

F. Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

G. State and Federal Laws

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.

3. The contractor shall comply with standards developed by the Occupational Safety and Health Administration (OSHA).

H. Publications Funded Under Contract

1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).

I. Subcontractors

If services required to comply with this Exhibit are provided by a subcontracted agency or provider, the DPHS Oral Health Program must be notified in writing, receive a copy of the subcontract or Memorandum of Agreement (MOA), and approve the subcontract (MOA) prior to its initiation. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

II. Minimal Scope of Core Services

A. Service Requirements

The school-based oral health program shall consist of the following components:

1. Clinical services shall be provided under the supervision of a dentist licensed to practice in New Hampshire.
2. Visual oral screenings or exams by a NH Licensed Dentist or a NH Registered Dental Hygienist with screening results available to clients or to parents of children screened.
3. Oral health educational presentations by health professionals to individual students at chairside or to groups in a classroom setting as part of a health care curriculum.
4. Topical fluoride application as part of a regular preventive routine or, when appropriate, through a school-based fluoride rinse program in schools wishing to participate.
5. A preventive dental sealant program for students through a school-based or school-linked program that assesses risk of dental disease and tooth eruption.
6. With the exception of orthodontic care, the program shall provide assistance in obtaining restorative care for students without an established dental provider.
7. Oral health data collection to support a knowledge base and dental data surveillance system for use in policy development, assessment, and capacity building at state and local levels.
8. Notice to families without access to dental services that a sliding fee scale is available and that no student will be denied school-based dental services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the Oral Health Program prior to initiating any research related to this contract.

B. Staffing Provisions

The Contractor shall be responsible for compliance with the New Hampshire Dental Practice Act. All dental health professionals shall have the appropriate New Hampshire license. The Contractor shall provide the DPHS Oral Health Program with a resume, a copy of the NH license if appropriate, and job description for any current professional staff in the program and notify the State in writing of any staffing changes, along with a copy of the resume of any new staff hired within one month of date of hire.

Staffing Changes

1. **New Hires:** The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.
2. **Vacancies:** The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

C. Coordination of Services

1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.
2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

D. Meetings and Trainings

The Contractor will be responsible to send staff to meetings and trainings required by the Oral Health Program, including but not limited to the Annual Oral Health Forum and Calibration Clinic for School-Based Hygienists.

III. Quality or Performance Improvement (QI/PI)

A. Work Plans

1. Performance Work Plans are required annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The work Plans are a key component of the Oral Health Program performance-based contracting system and of this contract.
2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health Work Plan Progress/Outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.
3. The Contractor shall submit a performance-based work plan with this application for funding and by July 15th of the contract year.

4. The Contractor shall comply with minor modifications and/or additions to the work plan and annual report format as requested by the Oral Health Program. The Oral Health Program will provide the Contractor with advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.

B. Data and Reporting Requirements

In addition to Performance Work Plans, the Contractor shall submit to the Oral Health Program the following data used to monitor program performance:

1. Work Plans and Work Plan Outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
2. A Year End Report Form shall be completed annually to describe the reach of the school-based program beyond the second and third grade population targeted for dental sealants.
3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
4. A copy of the Sliding Fee Scale provided to participating students' families shall be submitted on request to the DPHS Oral Health Program. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.
5. An summary of feedback from teachers, school nurses, administrators and families obtained during the prior contract year and of the method by which the results were obtained shall be submitted on request to the DPHS Oral Health Program to accompany the annual work plan.

C. On-Site Reviews

1. The Contractor shall allow a team or person authorized by the Oral Health Program to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.
3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency Performance Work Plan.

D. Performance Measures

School-Based Oral Health Performance Measures

- A minimum of 70% of 2nd and 3rd grade students returning consent forms
- A minimum of 400 2nd and 3rd grade students shall receive oral screenings
- Percent of all 2nd and 3rd grade students in the school screened to assess oral health needs
- Percent of all 2nd and 3rd grade students screened with at least one sealant on a permanent molar
- 100% of all 2nd and 3rd grade students screened with untreated decay who are referred for service
- Percent of all 2nd and 3rd grade students screened with a history of decay

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NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

School-Based Oral Health Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Health First Family Care Center

ADDRESS: 841 Central Street, Franklin, NH 03235

Director: Richard D. Silverberg
TELEPHONE: (603) 934-0177

Vendor #158221-B001 Job #90072003 Appropriation #05-95-90-902010-4527-102-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$47,896 for school-based oral health initiatives, funded from 44.7% Federal funds from the Centers for Disease Control (CDC) (CFDA #93.991) and 55.3% from General funds.

TOTAL: \$47,896

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

Contractor Initials: RS

Date: 3/15/13

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

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

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- X (1) The contractor certifies that it IS a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does not exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does NOT qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The remainder of this page is intentionally left blank.

18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

NH Department of Health and Human Services

Standard 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 to 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 5151-51-5160 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 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 certification 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**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) 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);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (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;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 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.

Health First Family Care Center **From:** July 1, 2013 or date of G&C Approval, whichever is later **To:** June 30, 2015
Contractor Name **Period Covered by this Certification**

Glenna Goodman, BOD Chair
Name and Title of Authorized Contractor Representative

Glenna Goodman 3/15/13
Contractor Representative Signature **Date**

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

Contract Period: July 1, 2013 or date of G&C Approval, whichever is later, through June 30, 2015

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Glen Grier
Contractor Signature

BOD Chair
Contractor's Representative Title

Health First Family Care Center
Contractor Name

3/15/13
Date

NH Department of Health and Human Services

Standard 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 transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
 - c. 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
 - d. 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.
2. 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

<p><i>Glenn Gruber</i> _____ Contractor Signature</p>	<p><i>BOD Chair</i> _____ Contractor's Representative Title</p>
<p>Health First Family Care Center _____ Contractor Name</p>	<p><i>3/15/13</i> _____ Date</p>

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Glenn Huber _____ *BOD Chair* _____
Contractor Signature Contractor's Representative Title

Health First Family Care Center _____ *3/15/13* _____
Contractor Name Date

NH Department of Health and Human Services

STANDARD 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 Signature



Contractor's Representative Title

Health First Family Care Center

Contractor Name



Date

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

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

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

(2) Use and Disclosure of Protected Health Information.

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

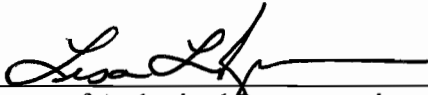
(6) Miscellaneous

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

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

DIVISION OF PUBLIC HEALTH SERVICES

The State Agency Name



Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

Name of Authorized Representative

BUREAU CHIEF

Title of Authorized Representative

3/30/2013

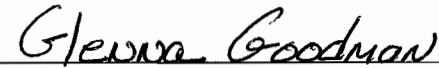
Date

HEALTH FIRST FAMILY CARE CENTER

Name of Contractor



Signature of Authorized Representative



Name of Authorized Representative

BOD Chair

Title of Authorized Representative

3/15/13

Date

NH Department of Health and Human Services

STANDARD 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 Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award 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:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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 Sub-award 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 Representative Signature)



(Authorized Contractor Representative Name & Title)

Health First Family Care Center

(Contractor Name)

3/15/13

(Date)

NH Department of Health and Human Services

STANDARD 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:

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, sub-grants, and/or cooperative agreements?

NO

YES

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

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

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

NO

YES

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

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

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

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

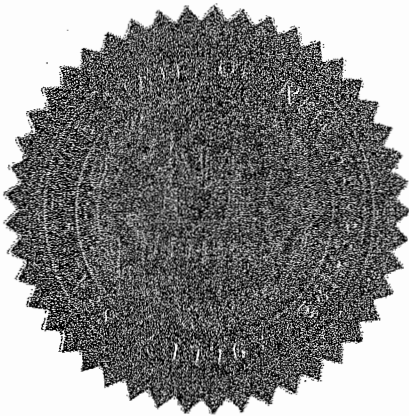
Name:

Amount:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Health First Family Care Center is a New Hampshire nonprofit corporation formed April 23, 1996. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2013

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

William M. Gardner
Secretary of State

Certificate of Vote

I, Thomas Clairmont, of Health First Family Care Center, do hereby certify that:

1. I am a duly elected Secretary/Treasurer of Health First Family Care Center.
2. The following are true copies of two resolutions duly adopted by the Board of Directors of the Health First Family Care Center, on March 15, 2013;

RESOLVED that this Organization enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services.

RESOLVED that the Board Chair is hereby authorized on behalf of this organization to enter into 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. Glenna Goodman is the duly appointed Chair of the organization or James Wells, the duly appointed Vice-Chair.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 15, 2013.

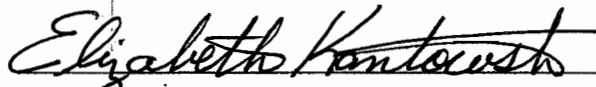
IN WITNESS WHEREOF, I have hereunto set my hand as the clerk of the corporation this 15th day of March, 2013.



Thomas Clairmont, Secretary/Treasurer BOD

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me this 15th day of March 2013 by Thomas Clairmont.



Notary Public/Justice of the Peace

My Commission Expires:

ELIZABETH KANTOWSKI, Notary Public
My Commission Expires September 14, 2016

HEALTH FIRST FAMILY CARE CENTER

May 29, 2013

Bobbie Aversa, BS, Contracts Administrator
State of NH, DHHS
Contracts & Procurement Unit
129 Pleasant Street, 4th Floor, Concord, NH 03301

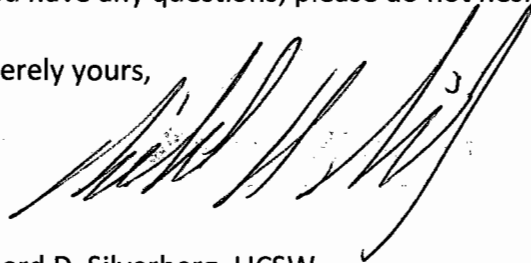
RE: Health First Family Care Center

Dear Ms. Aversa:

The General Liability, Umbrella and Worker's Comp insurances for Health First Family Care Center expire on July 1, 2013. Health First is in the process of renewing these policies and will have a new certificates of insurance mid to late June 2013. As soon as we have received these new certificates, Health First Family Care Center will immediately send them to the Contracts and Procurement Unit for inclusion into our Oral Health grant. This will take place prior to July 1, 2013.

If you have any questions, please do not hesitate to contact us.

Sincerely yours,



Richard D. Silverberg, LICSW
Executive Director

841 Central Street (Main Office)
Franklin, NH 03235
(603) 934-1464 · Fax (603) 934-1465

22 Strafford Street, Suite 1
Laconia, New Hampshire 03246
(603) 366-1070 · Fax (603) 366-1071

Administrative Office (603) 934-0177
Fax (603) 934-2805

Client#: 504302

HEALTHFIR3

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2012

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

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

PRODUCER USI Insurance Svcs of NE, Inc. PO Box 6360 Manchester, NH 03108-6360 603 625-1100	CONTACT NAME:	
	PHONE (A/C, No, Ext): 603 625-1100	FAX (A/C, No):
INSURED Health First Family Care 841 Central Street Franklin, NH 03235	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Insurance Company	NAIC # 19038
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>		I68063K35926TIA12	07/01/2012	07/01/2013	EACH OCCURRENCE	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/>					MED EXP (Any one person)	\$5,000
	SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>					PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
						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 checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$5000		ISFCUP4181Y688IND1	07/01/2012	07/01/2013	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER

CANCELLATION

The Director Div. Public Health Srvc
NH DHHS
29 Haven Drive
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/15/2013

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

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

PRODUCER PAYCHEX INSURANCE AGENCY INC 150 SAWGRASS DR ROCHESTER, NY 14620 (877) 362-6785 SV996 70A	CONTACT NAME: PHONE (A/C, No, Ext): (877) 362-6785 FAX (A/C, No): (877) 677-0447 E-MAIL ADDRESS: paychex@travelers.com PRODUCER CUSTOMER ID #: 9929N5145	
	INSURER(S) AFFORDING COVERAGE	
INSURED HEALTHFIRST FAMILY CARE CENTER 841 CENTRAL STREET FRANKLIN, NH 03235	INSURER A: THE TRAVELERS INDEMNITY COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 168792052341501** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> 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						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE AGGREGATE	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A		UB-8243P419-12	07/01/2012	07/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$500,000 \$500,000 \$500,000

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

CERTIFICATE HOLDER THE DIRECTOR DIVISION OF PUBLIC HEALTH SERVICES STATE OF NEW HAMPSHIRE, DHHS 29 HAZEN DRIVE 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 <i>Mary J. Swan</i>
--	--

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HEALTH FIRST FAMILY CARE CENTER

April 24, 2013

Nancy R. Martin, RDH MS
NH Division of Public Health Services
Oral Health Program Manager
29 Hazen Drive
Concord, NH 03301

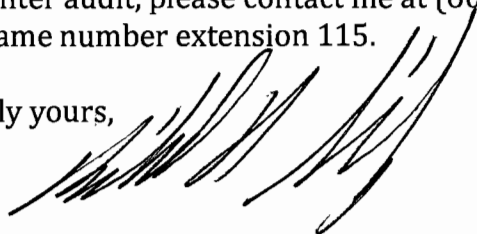
Dear Nancy,

This letter is to inform you that the budget year for Health First Family Care Center is October 1, 2012 to September 30, 2013. For this grant application I have sent you the most recent audit covering October 1, 2011 to September 30, 2012.

The next audit for Health First will begin in October 2013 and a final report issued within 3 months. Once the final audit results are released, Health First Family Care Center will forward to you a copy of the audit for the 10/1/2012 to 9/30/2013 period.

If there is any further information I can provide regarding the Health First Family Care Center audit, please contact me at (603) 934-0177 x106 or Ted Bolognani, CFO, at the same number extension 115.

Sincerely yours,



Richard D. Silverberg, LICSW
Executive Director

841 Central Street (Main Office)
Franklin, NH 03235
(603) 934-1464 · Fax (603) 934-1465

22 Strafford Street, Suite 1
Laconia, New Hampshire 03246
(603) 366-1070 · Fax (603) 366-1071

Administrative Office (603) 934-0177
Fax (603) 934-2805

HEALTH FIRST FAMILY CARE CENTER, INC.

AUDITED FINANCIAL STATEMENTS

SEPTEMBER 30, 2012 AND 2011

BRAD BORBIDGE, P.A.

CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849
FAX 603/224-2397

INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS

Board of Directors
Health First Family Care Center, Inc.
Franklin, New Hampshire

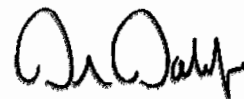
We have audited the accompanying balance sheet of Health First Family Care Center, Inc. as of September 30, 2012 and 2011, and the related statements of operations, changes in net assets, and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Health First Family Care Center, Inc. as of September 30, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 20, 2013, on our consideration of the Organization'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 internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

A handwritten signature in black ink, appearing to read "A. D. [unclear]".

Concord, New Hampshire
March 20, 2013

HEALTH FIRST FAMILY CARE CENTER, INC.

BALANCE SHEETS

SEPTEMBER 30, 2012 AND 2011

ASSETS

	<u>2012</u>	<u>2011</u>
Current Assets		
Cash and cash equivalents	\$ 5,527	\$ 11,197
Patient accounts receivable, net of allowance for bad debts of \$170,000 and \$120,000, for September 30, 2012 and 2011, respectively	365,221	194,253
Grant receivables	40,533	75,416
Other current assets	<u>19,032</u>	<u>14,003</u>
Total Current Assets	430,313	294,869
Assets Limited As To Use	71,967	104,131
Furniture and Equipment, Net	<u>1,651,115</u>	<u>1,734,748</u>
TOTAL ASSETS	<u>\$ 2,153,395</u>	<u>\$ 2,133,748</u>

LIABILITIES AND NET ASSETS

Current Liabilities		
Line of credit	\$ 185,129	\$ 178,641
Accounts payable and accrued expenses	124,802	107,142
Accrued payroll and related expenses	110,727	91,493
Deferred revenue	62,673	110,018
Due to affiliate	-	46,056
Current maturities on long-term debt	<u>36,545</u>	<u>35,090</u>
Total Current Liabilities	519,876	568,440
Long-term Debt, Less Current Maturities	<u>1,475,145</u>	<u>1,511,437</u>
Total Liabilities	1,995,021	2,079,877
Net Assets		
Unrestricted	<u>158,374</u>	<u>53,871</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,153,395</u>	<u>\$ 2,133,748</u>

(See accompanying notes to these financial statements)

HEALTH FIRST FAMILY CARE CENTER, INC.
 STATEMENTS OF OPERATIONS AND CHANGE IN UNRESTRICTED NET ASSETS
 FOR THE YEARS ENDED SEPTEMBER 30, 2012 AND 2011

	2012	2011
Operating Revenue		
Net patient service revenue	\$ 1,654,160	\$ 1,366,361
Grants, contracts, and contributions, net	1,158,135	1,194,494
Managed grant revenue	242,377	254,979
Other operating revenue	37,576	16,751
Total Operating Revenue	3,092,248	2,832,585
Operating Expenses		
Salaries and benefits	1,668,786	1,663,732
Other operating expenses	693,929	648,985
Managed grant expense	252,986	236,059
Bad debt expense	225,087	225,141
Depreciation	94,962	89,524
Interest expense	63,395	67,405
Total Operating Expenses	2,999,145	2,930,846
OPERATING INCOME (LOSS)	93,103	(98,261)
Other Revenue and Gains		
Interest income	71	269
Total Other Revenue and Gains	71	269
EXCESS (DEFICIT) OF REVENUE OVER EXPENSES	93,174	(97,992)
Grants received for capital acquisitions	11,329	107,598
INCREASE IN UNRESTRICTED NET ASSETS	104,503	9,606
Net Assets, Beginning of Period	53,871	44,265
NET ASSETS, END OF PERIOD	\$ 158,374	\$ 53,871

(See accompanying notes to these financial statements)

HEALTH FIRST FAMILY CARE CENTER, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2012 AND 2011

	2012	2011
Cash Flows From Operating Activities		
Change in net assets	\$ 104,503	\$ 9,606
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	94,962	89,524
Bad debt expense	225,087	225,141
Grants received for capital acquisitions	(11,329)	(107,598)
(Increase) decrease in the following assets:		
Patient accounts receivable	(396,055)	(197,879)
Grant receivables	34,883	28,727
Prepaid expenses	(5,029)	5,134
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	17,660	(84,895)
Accrued payroll and related expenses	19,234	(9,419)
Deferred revenue	(47,345)	19,148
Due to affiliate	(46,056)	6,718
	(9,485)	(15,793)
Net Cash Used by Operating Activities		
Cash Flows From Investing Activities		
Capital expenditures	(11,329)	(108,136)
Increase in assets limited as to use	32,164	(12,490)
	20,835	(120,626)
Net Cash Provided (Used) by Investing Activities		
Cash Flows From Financing Activities		
Proceeds from line of credit	20,000	50,000
Payments on line of credit	(13,512)	(11,246)
Grants received for capital acquisitions	11,329	107,598
Principal payment of long-term debt	(34,837)	(32,011)
	(17,020)	114,341
Net Cash (Used) Provided by Financing Activities		

(See accompanying notes to these financial statements)

HEALTH FIRST FAMILY CARE CENTER, INC.
 STATEMENTS OF CASH FLOWS (CONTINUED)
 FOR THE YEARS ENDED SEPTEMBER 30, 2012 AND 2011

	2012	2011
Net Decrease in Cash and Cash Equivalents	(5,670)	(22,078)
Cash and Cash Equivalents, Beginning of Period	11,197	33,275
CASH AND CASH EQUIVALENTS, END OF PERIOD	\$ 5,527	\$ 11,197
Supplemental Disclosures of Cash Flow Information:		
Cash paid for interest	\$ 63,395	\$ 67,405

(See accompanying notes to these financial statements)

Our Mission

It is the mission of Health First Family Care Center to provide high quality primary healthcare, treatment, prevention and education services required by the residents of the service area, regardless of ability to pay or insurance status, depending upon available Health First resources.

Health First coordinates and cooperates with other community and regional health care providers to assure the people of the region the fullest possible range of health and prevention services.

HEALTH FIRST FAMILY CARE CENTER

Board of Directors

Revised 03/22/2013

Sandra Beaudry, Agency Representative Child & Family Services	Karen Olivier, Client Representative
Tom Clairmont, Board Secretary/Treasurer Agency Representative - LRGHealthcare	Michael Stanley, Client Representative
Julie Ellerbeck, Client Representative	Walter Strauch, Community Representative
Glenna Goodman, BOD Chair Agency Representative - Riverbend Mental Health Svcs.	Jim Wells, BOD Vice-Chair Client Representative
Maria Hernandez, Client Representative	Jane White, Agency Representative Executive Director VNA of Franklin
Ariene Lipko-Balch, Client Representative	Susan Wnuk, Agency Representative Community Action Program Belknap-Merrimack

841 Central Street (Main Office)
Franklin, NH 03235
(603) 934-1464 · Fax (603) 934-1465

22 Strafford Street, Suite 1
Laconia, New Hampshire 03246
(603) 366-1070 · Fax (603) 366-1071

*Officers of the Board of Directors are indicated in bold. Office (603) 934-0177
Fax (603) 934-2805

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division of Public Health Services

Agency Name: Health First Family Care Center

Name of Bureau/Section: Community Health Services/Oral Health

BUDGET PERIOD:	SFY 2014	July 1, 2013 - June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Richard Silverberg - Executive Director	\$102,980	0.00%	\$0.00
Ted Bolognani - Chief Financial Officer	\$80,000	0.00%	\$0.00
Elizabeth Kantowski- HR Director	\$52,000	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

BUDGET PERIOD:	SFY 2015	July 1, 2014 - June 30, 2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Richard Silverberg - Executive Director	\$102,980	0.00%	\$0.00
Ted Bolognani - Chief Financial Officer	\$80,000	0.00%	\$0.00
Elizabeth Kantowski- HR Director	\$52,000	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

Richard D. Silverberg MSSW, LICSW

841 Central St. Franklin NH 03235
(603) 934-0177 e-mail: rsilverberg@ccntr.org

EXPERIENCE

- 1995-Present Caring Community Network of the Twin Rivers/Health First Family Care Center, Franklin, NH
Managing Director Caring Community Network of the Twin Rivers
Executive Director Health First Family Care Center
- 1994-Present Synergy Works Consulting
Principal
- 1979-1994
(1987-1994) Central New Hampshire Community Mental Health, Concord, New Hampshire
Vice-President, Planning, Program Development and Community Support
(1979-1987) **Director**, Community Housing, Consultation and Education, EAPs
- 1978-1979 Consortium for Youth of South Central Connecticut, New Haven, Connecticut
Community Systems Developer
- 1975-1978 Human Services and Resources Center, West Haven, Connecticut
Community Based Social Worker
- 1979-Present Appalachian Mountain Club
Director: Winter and Spring and Fall Mountain Safety Schools for New Hampshire Chapter

TEACHING EXPERIENCE

- 1994-2007 University of New Hampshire, Graduate School of Social Work
Instructor: "Social Welfare Policy", "Community Organization", and "SW Management"
- 1994-Present University of New Hampshire, Graduate School of Social Work
Field Instructor
- 1977-1993 UCONN, UNE, Plymouth State College and Boston University
Field Supervisor and **guest lecturer** to graduate social work students

EDUCATION

BS, 1974, Major Biology and Social Work, University of Wisconsin Madison Wisconsin
MSSW, 1975, Master of Science and Social Work, University of Wisconsin, Madison

MEMBERSHIPS/CERTIFICATIONS

NASW, National Association Social Workers, ACSW, Certified since 1978, LICSW, 1994
Appalachian Mountain Club, New Hampshire Chapter, Concord Community Players (Theater group)
Association of Experiential Education

COMMUNITY BOARDS

- 1988-2004 Founding member of Concord Area Trust for Community Housing (CATCH)
1995-Present Caring Community Network of the Twin Rivers
1997-Present Community Health Access Network (CHAN)
2000-2009 Endowment for Health Advisory council
1999-Present BiState Primary Care Assn.
2008-Present Bridges 2 Prevention Alcohol and Drug Abuse Prevention board

Richard D. Silverberg MSSW, LICSW
841 Central St. Franklin NH 03234
(603) 934-0177 E-Mail: rsilverberg@ccntr.org

SKILLS

MANAGEMENT AND ADMINISTRATION

- Directed integrated health and human services network
- Executive Director, start up, community primary health care center (FQHC)
- Managed nine departments combined staff of 75 with budget of \$5 million
- Administered direct service programs for adults and children
- Director consultation, education and Employee Assistance Programs
- Led major program reorganization and systems change efforts
- Wrote proposals and administered grant funded programs
- Recruited, trained and supervised diverse professional staff, students and volunteers
- Prepared budgets and administered financial/service contract compliance for positive bottom line
- Worked with diverse funding, Medicaid, Medicare, HMO, self pay, and capitated contracts, cost based

PROGRAM PLANNING AND DEVELOPMENT

- Established interdisciplinary teams of professionals to provide comprehensive services
- Conducted comprehensive, citizen participatory, regional needs assessment and planning process
- Designed and administered community consultation, education and training program
- Worked with community groups, schools, agencies, business and industry to assess needs and develop contracts for consultation and training services
- Designed and developed community housing continuum (150 beds)
- Developed primary health care and prevention programs in the community
- Marketed and developed Managed Care and Employee Assistance programs
- Organized multi-agency consortia and affiliate networks to streamline service delivery

DIRECT SERVICE

- Initiated group services which utilized adaptive Outward Bound adventure challenge techniques
- Delivered direct community needs assessment, education, consultation, and training services
- Carried caseload for individual, family and group treatment, and provided crises intervention service
- Planned and instituted conferences and community prevention programs

TECHNICAL SKILLS

- Facilitates planning, all aspects of site selection and design considerations for specified clinical usage
- Proposal and bid package development and review, negotiating contracts for construction
- Knowledgeable of building, life safety, licensing and JCAHO requirements
- Fixed assets management, including buildings vehicles and computers
- Computer systems, Windows, MACs, Networks, spreadsheets, relational data bases, web sites
- Designed and developed networked computerized clinical database systems, EMR/EHR

OTHER

Married, two children, hiker, camper, cross country skier, snowshoer, woodworker, built own house, volunteers to design and build stage settings with local theatre groups. Instructor in outdoor leadership.

SUMMARY

Thirty-six years of management and direct experience with agencies, organizations, business, community systems, Networks, groups and individuals. Outstanding skills in community systems analysis, program planning and new starts, linking innovative human and technological solutions.

Ted Bolognani

Professional Summary

- Experienced senior manager with international organizations specializing in accounting, budget development, financial planning & forecasting, internal audit, HR management, and IT systems.
- Proven record of building strong operational & financial support systems for overseas project operations.
- Strong knowledge of federal rules & regulations including OMB circulars, CDC, USAID and FAR & FASB compliance issues as well as A-133 audit requirements.
- Skilled in developing and implementing standardized operating policies and procedures for all aspects of administration, accounting, grants & sub-awarding under USAID and other Federal agency rules.
- Over 10 years experience working internationally in Africa, Asia & Eastern Europe.

Experience

Health First Family Care Center

Job Title: **Chief Financial Officer**

2011 - Present

- Direct the business operations of two health center locations; duties include; general ledger accounting, A/P, A/R & billing dept., cash management, budgets, procurement, facilities, risk and federal compliance.
- Prepare financial & compliance reports to the Board of Directors, State Agencies and Federal Agencies.
- Provide financial analysis & forecast data to CEO and manage the agency budget and federal grants.
- Develop policy & procedures for improving grant management & accounting operations (SAGE Fund Acct).
- Oversee external financial statement audit, A-133 audit and IRS 990 preparation.

World Learning

2008 - 2011

Job Title: **Director of Finance**

- Directed a team of financial analyst in organization wide process for development of annual and project based budgets (\$130M annual company budget, \$70M international federal grant & contract funds).
- Lead analyst team in financial planning, quantitative analysis, multi-year forecasting and compliance reporting.
- Develop policy/procedures to improve domestic & international accounting operations, cash flow, forecasting, FX hedging, indirect cost recovery and international grant/project management & reporting (Datatel ERP).
- Assisted CFO in treasury operations, international banking, foreign exchange hedging and endowment portfolio.
- Assisted CFO on federal indirect cost control issues, granting & contracting processes and project compliance.
- Prepared board & senior management reports on budget, investments, forecasts and financial performance.
- Directed process and system improvements including implementation of budget & reporting software, field accounting software, HR & payroll information systems and web based technology for management reports.

The American Youth Foundation

2005 - 2008

Job Title: **Director of Finance**

- Directed the student registrar office, accounting team, human resource functions, audit, risk management, facilities staff and general administrative functions for 3 locations (MO, MI & NH).
 - Directed the information technology (IT) services for company's 3 office network, including installation of new email and communication systems and moving financial systems to web platform & Citrix desktop.
 - As senior management, participated in strategic planning, policy formation and major decision making with CEO & Board of Directors.
 - Served Foundation's Board on all financial, audit & investment matters.
-

Institute for Sustainable Communities

2003 - 2005

Job Title: Director of Finance & International Operations

- Directed administration, HR, finance & business services for headquarters and 10 country offices.
- Managed A-133 audits and responsible to insure USAID, FAR & OMB rules/regulation compliance on projects.
- Developed and implemented cost allocation plans, policies and procedures for overseas operations insuring approval of USAID indirect cost rate (NICRA) and consistent application of cost recovery on grants & IQCs.
- Directed international finance staff in country offices to insure compliance on USAID sub-award programs.
- Implemented a new ERP & accounting system for headquarters and provided overseas training in QuickBooks.
- Lead financial person for agency, presented financial statements to Board, audit committee & donors.

Global Health Council

1998 - 2003

Job Title: Finance Director

- Directed agency functions & policy for facilities, accounting, human resources & information technology.
- Directed grant & contract reporting & compliance on federal & privately funded projects and programs. Developed agencies first indirect cost allocation plan and negotiated indirect cost rate with USAID.
- Implemented new fund accounting package (Blackbaud Fund Accounting – switched from QuickBooks).
- Directly managed employee benefit programs, including 403(b) pension, health, dental & life insurances.
- Provided oversight on hiring & firing decisions, payroll and employee evaluations, pay-raise & merit award system and welfare matters.
- Oversaw development and directed agencies IT systems & web-site implementation, includes VOIP system using dedicated PTP, administer the VPN frame relay, provided direct PC & LAN/WAN hardware support for WinNT/2000 servers, MS BackOffice & Exchange Server.

Southeastern Vermont Community Action

1993 - 1998

Job Title: Director of Finance

- Directed all administrative, personnel, IT & financial management functions.
- Primary liaison to Board of Directors, funders and public donors on financial matters.
- Directed agency accounting, grant reporting, Medicaid & Medicare billing, and federal & state compliance program.
- Directed grant reporting & compliance on federal, state & privately funded projects and programs.
- Managed HR systems, employee benefits, insurance and 403(b) pension plan.

CARE, International Development Agency

1988 - 1993

Job Title: Deputy Country Director, Administration and Finance - Uganda

- Directed HR, IT and accounting/financial functions for country-wide operations. Took lead in agency planning and major grant, contract & business negotiations
- Directed grant reporting & compliance on federal, state & privately funded projects.
- Developed training programs in HR, procurement, inventory control, planning & budgeting to comply with federal funding requirements.

Job Title: Controller CARE Emergency Relief Office in Mogadishu - Somalia,

- Supervise Accounting, HR and IT systems & Administrative staff for relief operations in 4 major refugee camps throughout Somalia.
- Prepared and audited monthly financial documents for reporting to headquarter on an annual budget of US 78.9 million. Managed all balance sheet & income statement accounts

Education:

- **Masters of International Administration**, World Learning's School for International Training
 - **US Peace Corps**, Philippines
 - **B.S. Business Administration**, University of Vermont
-

**Elizabeth Kantowski
HealthFirst Family Care Center
841 Central Street
Franklin, NH 03235
(603) 934-0177 x106**

Health First Family Care Center

March 2002 – Present - Administrative Services/Human Resources Manager

Staff recruitment; benefit enrollment; advise staff on personnel issues; physician credentialing; prepare supporting grant application and report documents; administer the School Based Oral Health Program; coordinate administrative support to executive director and staff of two non-profit organizations; attend Board of Director meetings and record minutes; supervision of one staff member.

MacNeill Worldwide, Inc., ISO 9001 – October 1996 to November 2001

Human Resources Manager

Responsible for staffing recruitment and selection; advising staff of human resource policies and state and federal employment laws; creating and conducting new staff orientation; conducting and arranging staff training; managing department budget; monthly staffing reports; payroll and benefit programs; worker compensation; conflict resolution; safety committee member; staff morale programs; supervision of one staff member.

Nickerson Assembly – September 1994 to August 1996

Human Resources Manager/Administrative Assistant to President

Staffing recruitment and selection; payroll preparation; ISO implementation team; benefits administration, safety committee chair; newsletter editor; administered and interpreted the Benzinger Thinking Styles Assessment, supervision of one staff member.

Sunny Knoll Retirement Home – May 1993 to February 1994

Office Manager

Responsible for accounts payable, receivable and payroll; Home administrator on a rotating basis for off hours and weekends.

HomeBank – December 1991 to May 1993

Administrative Assistant to Assets Manager – Bank closed by RTC

Catholic Medical Center – September 1991 to December 1991

Per Diem Human Resources Assistant

Education/Training/Membership

- Notre Dame College – 128 credits
- Human Resources Internship – Catholic Medical Center
- Dynamic Leadership – Effective Personal Productivity
- Dale Carnegie – Public Speaking and Human Relations
- Society for Human Resources Management
- Certified Human Resource Professional, 2000-2004

References will be provided upon request

Budget Form

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: HealthFirst Family Care Center

Budget Request for: School Based Oral Health Services
(Name of RFP)

Budget Period: SFY July 1, 2014 to June 30, 2015

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$3,076.00	\$ 307.64	\$ 3,383.64	For all budget amounts an indirect cost rate of 10% is charged. The actual dollar amount is determined by the direct budget lines amount as percentage of total direct cost.
2. Employee Benefits	\$ 769.00	\$ 76.91	\$ 845.91	
3. Consultants	\$ 13,995.00	\$ 1,399.68	\$ 15,394.68	
4. Equipment:	-	-	-	
Rental	-	-	-	
Repair and Maintenance	-	-	-	
Purchase/Depreciation	-	-	-	
5. Supplies:	-	-	-	
Educational	\$ 1,500.00	\$ 150.02	\$ 1,650.02	
Lab	-	-	-	
Pharmacy	-	-	-	
Medical	\$ 3,467.00	\$ 346.75	\$ 3,813.75	
Office	-	-	-	
6. Travel	-	-	-	
7. Occupancy	-	-	-	
8. Current Expenses	-	-	-	
Telephone	-	-	-	
Postage	-	-	-	
Subscriptions	-	-	-	
Audit and Legal	-	-	-	
Insurance	-	-	-	
Board Expenses	-	-	-	
9. Software	-	-	-	
10. Marketing/Communications	-	-	-	
11. Staff Education and Training	-	-	-	
12. Subcontracts/Agreements	-	-	-	
13. Other (specific details mandatory):	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
TOTAL	\$ 22,807.00	\$ 2,281.00	\$ 25,088.00	

Indirect As A Percent of Direct

10.0%

Budget Goal - enter budget goal		\$	25,088.00
Reconciliation - this line must equal \$0		\$	-

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: HealthFirst Family Care Center

Budget Request for: School Based Oral Health Services

(Name of RFP)

Budget Period: SYF July 1, 2013 to June 30, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$2,987.00	\$ 298.63	\$ 3,285.63	For all budget amounts an indirect cost rate of 10% is charged. The actual dollar amount is determined by the direct budget lines amount as percentage of total direct cost.
2. Employee Benefits	\$ 747.00	\$ 74.68	\$ 821.68	
3. Consultants	\$ 13,995.00	\$ 1,399.16	\$ 15,394.16	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 1,006.00	\$ 100.58	\$ 1,106.58	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 2,000.00	\$ 199.95	\$ 2,199.95	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 20,735.00	\$ 2,073.00	\$ 22,808.00	

Indirect As A Percent of Direct

10.0%

Budget Goal - enter budget goal	\$	22,808.00
Reconciliation - this line must equal \$0	\$	(0.00)

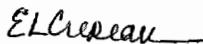


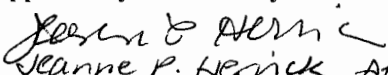
Subject: School-based oral health services for students in the Lamprey Health Care Service Area

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Lamprey Health Care, Inc.		1.4 Contractor Address 207 Main Street Newmarket, NH 03857	
1.5 Contractor Phone Number (603) 659-2494	1.6 Account Number 05-95-90-902010-4527-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$48,197
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elizabeth Crepeau, President of the Board of Directors	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>3/11/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		MICHELLE L. GAUDET, Notary Public My Commission Expires August 22, 2017	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Michelle Gaudet, Executive Assistant / Grant Writer, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  <u>Jeanne P. Herrick, Attorney</u> On: <u>28 May 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
 - 8.1.2 failure to submit any report required hereunder; and/or
 - 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
 - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

School-Based Oral Health Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Lamprey Health Care, Inc.

ADDRESS: 207 South Main Street, Newmarket, NH 03857

Chief Executive: Ann H. Peters

TELEPHONE: (603) 659-2494

The Contractor shall provide school-based oral health services as specified below:

I. General Provisions:

The contractor shall provide oral health assessment, preventive services, and referrals for restorative treatment for low-income, uninsured, and underinsured children within the defined service area who don't have regular access to oral health care.

A. Numbers Served

Oral assessment services are to be provided to a minimum of 2,500 students throughout each year of the contract term.

B. Eligibility and Income Determination

1. Low-income children and families are defined as \leq 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year), in the State of New Hampshire.
2. If parental permission forms indicate that the child may be eligible for enrollment in NH Medicaid, the Contractor shall assist the family to complete the most recent version of the Medicaid enrollment form.

C. The contractor shall use one of the following models:

1. The "clinic model" that provides on-site comprehensive preventive and/or restorative treatment.
2. The "combination clinic referral model" that provides preventive treatment at one site and provides care coordination to link clients with restorative treatment at another site.

D. Oral health services for the targeted population(s) shall include:

1. risk assessment;
2. oral health education;
3. oral screening;
4. early diagnosis of oral diseases;
5. preventive care focused on age appropriate dental sealants and fluoride application;
6. and care coordination that links children to restorative treatment and disease management in a "dental home."

E. Relevant Policies and Guidelines

The school-based oral health program shall:

1. Require no fee for any NH Medicaid client.
2. Assist eligible families with NH Medicaid enrollment directly or through referral.
3. Become a NH Medicaid provider for qualified clients.
4. Provide a sliding fee scale for children from families without NH Medicaid or private dental insurance.
5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care.
6. Direct resources to evidence-based interventions.
7. Explore and secure future funding sources.

F. Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

G. State and Federal Laws

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.

3. The contractor shall comply with standards developed by the Occupational Safety and Health Administration (OSHA).

H. Publications Funded Under Contract

1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).

I. Subcontractors

If services required to comply with this Exhibit are provided by a subcontracted agency or provider, the DPHS Oral Health Program must be notified in writing, receive a copy of the subcontract or Memorandum of Agreement (MOA), and approve the subcontract (MOA) prior to its initiation. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

I. Minimal Scope of Core Services

A. Service Requirements

The school-based oral health program shall consist of the following components:

1. Clinical services shall be provided under the supervision of a dentist licensed to practice in New Hampshire.
2. Visual oral screenings or exams by a NH Licensed Dentist or a NH Registered Dental Hygienist with screening results available to clients or to parents of children screened.
3. Oral health educational presentations by health professionals to individual students at chairside or to groups in a classroom setting as part of a health care curriculum.
4. Topical fluoride application as part of a regular preventive routine or, when appropriate, through a school-based fluoride rinse program in schools wishing to participate.
5. A preventive dental sealant program for students through a school-based or school-linked program that assesses risk of dental disease and tooth eruption.
6. With the exception of orthodontic care, the program shall provide assistance in obtaining restorative care for students without an established dental provider.
7. Oral health data collection to support a knowledge base and dental data surveillance system for use in policy development, assessment, and capacity building at state and local levels.
8. Notice to families without access to dental services that a sliding fee scale is available and that no student will be denied school-based dental services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the Oral Health Program prior to initiating any research related to this contract.

B. Staffing Provisions

The Contractor shall be responsible for compliance with the New Hampshire Dental Practice Act. All dental health professionals shall have the appropriate New Hampshire license. The Contractor shall provide the DPHS Oral Health Program with a resume, a copy of the NH license if appropriate, and job description for any current professional staff in the program and notify the State in writing of any staffing changes, along with a copy of the resume of any new staff hired within one month of date of hire.

Staffing Changes

1. **New Hires**

The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.

2. **Vacancies**

The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

C. Coordination of Services

1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.
2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

D. Meetings and Trainings

The Contractor will be responsible to send staff to meetings and trainings required by the Oral Health Program, including but not limited to the Annual Oral Health Forum and Calibration Clinic for School-Based Hygienists.

II. Quality or Performance Improvement (QI/PI)

A. Work Plans

1. Performance Work Plans are required annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The work Plans are a key component of the Oral Health Program performance-based contracting system and of this contract.
2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health Work Plan Progress/Outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.

3. The Contractor shall submit a performance-based work plan with this application for funding and by July 15th of the contract year.
4. The Contractor shall comply with minor modifications and/or additions to the work plan and annual report format as requested by the Oral Health Program. The Oral Health Program will provide the Contractor with advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.

B. Data and Reporting Requirements

In addition to Performance Work Plans, the Contractor shall submit to the Oral Health Program the following data used to monitor program performance:

1. Work Plans and Work Plan Outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
2. A Year End Report Form shall be completed annually to describe the reach of the school-based program beyond the second and third grade population targeted for dental sealants.
3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
4. A copy of the Sliding Fee Scale provided to participating students' families shall be submitted on request to the DPHS Oral Health Program. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.
5. An summary of feedback from teachers, school nurses, administrators and families obtained during the prior contract year and of the method by which the results were obtained shall be submitted on request to the DPHS Oral Health Program to accompany the annual work plan.

C. On-Site Reviews

1. The Contractor shall allow a team or person authorized by the Oral Health Program to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.
3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency Performance Work Plan.

D. Performance Measures

School-Based Oral Health Performance Measures

- A minimum of 70% of 2nd and 3rd grade students returning consent forms
- A minimum of 400 2nd and 3rd grade students shall receive oral screenings
- Percent of all 2nd and 3rd grade students in the school screened to assess oral health needs
- Percent of all 2nd and 3rd grade students screened with at least one sealant on a permanent molar
- 100% of all 2nd and 3rd grade students screened with untreated decay who are referred for service
- Percent of all 2nd and 3rd grade students screened with a history of decay

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NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

School-Based Oral Health Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Lamprey Health Care, Inc.

ADDRESS: 207 South Main Street, Newmarket, NH 03857

Chief Executive: Ann H. Peters

TELEPHONE: (603) 659-2494

Vendor #177677-R001

Job #90072003

Appropriation #05-95-90-902010-4527-102-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$48,197 for oral health initiatives, funded from 44.7% Federal funds from the Centers for Disease Control (CDC) (CFDA #93.283) and 55.3% from General funds.

TOTAL: \$48,197

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

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

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- X (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The remainder of this page is intentionally left blank.

18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

NH Department of Health and Human Services

Standard 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 to 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 5151-51-5160 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 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 certification 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**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) 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);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (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;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 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.

Lamprey Health Care, Inc. **From:** July 1, 2013 or date of G&C Approval, whichever is later **To:** June 30, 2015

Contractor Name	Period Covered by this Certification
<u>Elizabeth Crepeau, President of the Board of Directors</u>	
<u><i>ELCrepeau</i></u>	<u>3.11.2013</u>
Contractor Representative Signature	Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

Contract Period: July 1, 2013 or the date of G&C Approval, whichever is later, through June 30, 2015

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<i>ELCrepeau</i>	Elizabeth Crepeau, President of the Board of Directors
Contractor Signature	Contractor's Representative Title
Lamprey Health Care, Inc.	3.11.2013
Contractor Name	Date

ELC
3.11.2013

NH Department of Health and Human Services

Standard 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 transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
 - c. 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
 - d. 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.
2. 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

<i>EL Crepeau</i>	Elizabeth Crepeau, President of the Board of Directors
Contractor Signature	Contractor's Representative Title
Lamprey Health Care, Inc.	3.11.2013
Contractor Name	Date

ELC
3.11.2013

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

EL Crepeau

Elizabeth Crepeau, President of the Board of Directors

Contractor Signature

Contractor's Representative Title

Lamprey Health Care, Inc.

3.11.2013

Contractor Name

Date

NH Department of Health and Human Services

STANDARD 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.

ELCupian

Contractor Signature

President of the Board of Directors

Contractor's Representative Title

Lamprey Health Care, Inc.

Contractor Name

3.11.2013

Date

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

DIVISION OF PUBLIC HEALTH SERVICES

Lamprey Health Care, Inc.

The State Agency Name

Name of Contractor



Signature of Authorized Representative



Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

Elizabeth Crepeau

Name of Authorized Representative

Name of Authorized Representative

BUREAU CHIEF

President of the Board of Directors

Title of Authorized Representative

Title of Authorized Representative

3-30-2013

Date

3.11.2013

Date

NH Department of Health and Human Services

STANDARD 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 Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award 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:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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 Sub-award 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.

ELCrepeau

(Contractor Representative Signature)

Elizabeth Crepeau, President of the Board of Directors
(Authorized Contractor Representative Name & Title)

Lamprey Health Care, Inc.
(Contractor Name)

3.11.2013
(Date)

NH Department of Health and Human Services

STANDARD 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: 04-025-4401

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, sub-grants, and/or cooperative agreements?

X NO YES

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

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

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

NO YES

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

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

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

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

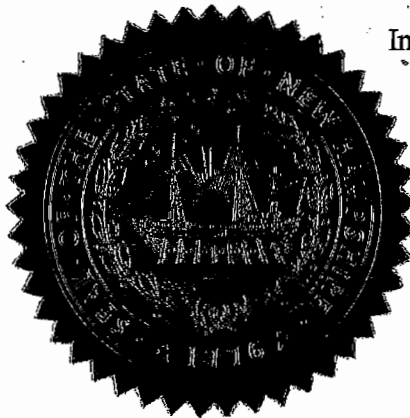
Name:

Amount:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAMPREY HEALTH CARE, INC. is a New Hampshire nonprofit corporation formed August 16, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of April A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Janis Reams, of the Lamprey Health Care, do hereby certify that:

1. I am the duly elected Secretary of the Lamprey Health Care;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Lamprey Health Care, duly held on January 30, 2013;

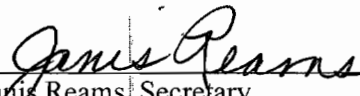
RESOLVED: That Lamprey Health Care enters into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services.

RESOLVED: That the President is hereby authorized on behalf of Lamprey Health Care 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 he/she may deem necessary, desirable, or appropriate. Elizabeth Crepeau is the duly elected President of Lamprey Health Care.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 14, 2013.

3.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Lamprey Health Care this 14th day of March, 2013.



Janis Reams, Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 14 day of March, 2013 by Janis Reams.



Notary Public
My Commission Expires:

LORI A. LOWE, Notary Public
My Commission Expires April 15, 2014

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

May 30, 2013

Nancy Martin
Division of Public Health Services
Bureau of Population Health and Community Services
Chronic Disease Prevention and Screening
Oral Health Program
29 Hazen Drive
Concord, NH 03301-6504

RE: Oral Health Contract

Dear Ms. Martin,

Please be advised that Lamprey Health Care's current insurance coverage expires on July 1, 2013. We do not have a Certificate of Insurance for the time period of July 1, 2013 through June 30, 2014 at this time as we are in the process of obtaining quotes for the new policy year. Lamprey Health Care fully intends to fulfill our duty under the contract to provide the required insurance coverage, and will provide the State with a certificate of insurance proving coverage as soon as received.

Sincerely,



Sandra K. Pardus
Interim Chief Executive Officer

SKP/mlg



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2013

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

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

PRODUCER HUB International New England, LLC 136 Turnpike Road, Suite 105 Southborough, MA 01772 508 303-9470	CONTACT NAME: Amanda Keaveney PHONE (A/C, No, Ext): 508-303-9470 E-MAIL ADDRESS: amanda.keaveney@hubinternational.com	FAX (A/C, No): 508-303-9476
	INSURER(S) AFFORDING COVERAGE	
INSURED LAMPREY HEALTH CARE, INC. FRIENDS OF LAMPREY HEALTH CARE 207 SOUTH MAIN STREET NEWMARKET, NH 03857	INSURER A: Philadelphia Indemnity	
	INSURER B: Atlantic Charter Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <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		PHPK888447	07/01/2012	07/01/2013	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$20,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COM/OP AGG	\$3,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK888447	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		PHUB388508	07/01/2012	07/01/2013	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WCA00545400	07/01/2012	07/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Policy contains 60 Days Notice of Cancellation except 10 Days for Non-Payment of Premium.

CERTIFICATE HOLDER Director Division of Public Health Services; NH DHHS 29 Hazen Drive 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
---	--

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

April 29, 2013

Nancy Martin
Division of Public Health Services
Bureau of Population Health and Community Services
Chronic Disease Prevention and Screening
Oral Health Program
29 Hazen Drive
Concord, NH 03301-6504

RE: Audit Information for Oral Health Contract

Dear Ms. Martin,

Please be advised that Lamprey Health Care has submitted our most recent audit as part of our contract document package. This audit was completed in January of 2013 for the fiscal year ending on September 30, 2012. Lamprey Health Care's next audit is scheduled for January of 2014 for the current fiscal year which will end on September 30, 2013.

Sincerely,



Ann H. Peters
Chief Executive Officer

AHP/mlg

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATED AUDITED FINANCIAL STATEMENTS
SEPTEMBER 30, 2012 AND 2011

BRAD BORBIDGE, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849
FAX 603/224-2397

INDEPENDENT AUDITOR'S REPORT ON
CONSOLIDATED FINANCIAL STATEMENTS

Board of Directors
Lamprey Health Care, Inc. and
Friends of Lamprey Health Care, Inc.
Newmarket, New Hampshire

We have audited the accompanying consolidated balance sheets of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. as of September 30, 2012 and 2011, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

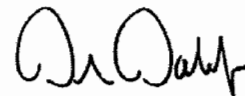
We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall consolidated financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. as of September 30, 2012 and 2011, and the changes in its consolidated net assets and its consolidated cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Our audits were performed for the purpose of forming an opinion on the basic consolidated financial statements of the Organization taken as a whole. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations, and cash flows of the individual companies. Accordingly, we do not express an opinion on the financial position, results of operations, and cash flows of the individual companies. However, in our opinion, the consolidating information is fairly stated in all material respects in relation to the consolidated financial statements taken as a whole.

In accordance with *Government Auditing Standards*, we have also issued our report dated December 19, 2012, on our consideration of the Organization'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 internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and important for assessing the results of our audit.

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 is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, 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 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 consolidated financial statements as a whole.

A handwritten signature in black ink, appearing to read "A. D. [unclear]".

Concord, New Hampshire
December 19, 2012

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.

CONSOLIDATED BALANCE SHEETS

SEPTEMBER 30, 2012 AND 2011

ASSETS

	2012	2011
Current Assets		
Cash and cash equivalents	\$ 1,645,176	\$ 1,598,200
Accounts receivable, less allowance for doubtful accounts of \$133,624 and \$158,384 at September 30, 2012 and 2011, respectively	770,908	739,004
Grants receivable	2,251,407	2,761,185
Other receivables	372,770	289,117
Other Current Assets	109,491	126,306
Total Current Assets	5,149,752	5,513,812
Assets Limited As To Use	1,613,108	1,471,293
Property And Equipment, Net	8,539,363	8,634,461
TOTAL ASSETS	\$ 15,302,223	\$ 15,619,566

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable and accrued expenses	\$ 317,177	\$ 486,259
Accrued salaries and related expenses	852,333	918,903
Due to third party payers	73,250	73,250
Deferred revenue	2,457,045	2,450,789
Current maturities of long-term debt	101,378	98,721
Total Current Liabilities	3,801,183	4,027,922
Long-term Debt, Less Current Maturities	2,900,729	2,937,523
Total Liabilities	6,701,912	6,965,445
Net Assets		
Unrestricted	8,084,907	8,237,865
Temporarily restricted	515,404	416,256
Total Net Assets	8,600,311	8,654,121
TOTAL LIABILITIES AND NET ASSETS	\$ 15,302,223	\$ 15,619,566

(See accompanying notes to these consolidated financial statements)

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED SEPTEMBER 30, 2012 AND 2011

	2012	2011
Operating Revenue		
Net patient service revenue	\$ 6,692,069	\$ 6,764,214
Grants, contracts, and contributions, net	4,376,140	5,051,752
Other operating revenue	1,056,114	1,125,845
Net assets released from restrictions for operations	-	278
Interest income	1,812	3,363
Total Operating Revenue	12,126,135	12,945,452
Operating Expenses		
Payroll and related expenses	8,893,431	9,625,810
Other operating expenses	2,349,344	2,675,718
Depreciation	381,313	278,787
Bad debt expense	324,237	288,422
Interest expense	127,818	137,712
Total Operating Expenses	12,076,143	13,006,449
OPERATING LOSS AND DEFICIT OF REVENUE OVER EXPENSES PRIOR TO LOSS FROM FLOOD DAMAGE	49,992	(60,997)
Loss from Flood Damage, Net	(154,501)	-
DEFICIT OF REVENUE OVER EXPENSES AFTER LOSS FROM FLOOD DAMAGE	\$ (104,509)	\$ (60,997)

(See accompanying notes to these consolidated financial statements)

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATED STATEMENT OF CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2012 AND 2011

	<u>2012</u>	<u>2011</u>
Unrestricted Net Assets:		
Deficit of revenue over expenses after loss from flood damage	\$ (104,509)	\$ (60,997)
Grant for capital acquisitions	2,000	2,680,453
Contribution for capital acquisitions	-	250,000
Change in fair value of financial instrument	(59,678)	-
Net assets released from restrictions for capital acquisitions	<u>9,229</u>	<u>9,229</u>
(Decrease) Increase in Unrestricted Net Assets	<u>(152,958)</u>	<u>2,878,685</u>
Temporarily Restricted Net Assets:		
Contributions, net	108,377	243,606
Net assets released from restrictions for operations	-	(278)
Net assets released from restrictions for capital acquisitions	<u>(9,229)</u>	<u>(259,229)</u>
Increase (Decrease) in Temporarily Restricted Net Assets	<u>99,148</u>	<u>(15,901)</u>
Change in Net Assets	(53,810)	2,862,784
Net assets, beginning of year	<u>8,654,121</u>	<u>5,791,337</u>
NET ASSETS, END OF YEAR	<u>\$ 8,600,311</u>	<u>\$ 8,654,121</u>

(See accompanying notes to these consolidated financial statements)

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2012 AND 2011

	<u>2012</u>	<u>2011</u>
Cash Flows From Operating Activities		
Change in net assets	\$ (53,810)	\$ 2,862,784
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	381,313	278,787
Bad debt expense	324,237	288,422
Grant for capital acquisitions	(2,000)	(2,680,453)
Change in fair value of financial instrument	59,678	-
Restricted contributions	(108,377)	(243,606)
(Increase) decrease in the following assets:		
Patients accounts receivable	(356,141)	(481,143)
Grants receivable	509,778	427,041
Other receivables	(83,653)	(109,988)
Other current assets	16,815	(5,076)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	(169,082)	329,192
Accrued payroll and related expenses	(66,570)	33,277
Due to third party payers	-	(27,000)
Deferred revenue	6,256	(417,374)
Net Cash Provided by Operating Activities	<u>458,444</u>	<u>254,863</u>
Cash Flows From Investing Activities:		
(Increase) decrease in assets limited as to use	(141,815)	394,964
Capital expenditures	<u>(286,215)</u>	<u>(4,474,028)</u>
Net Cash Used by Investing Activities	<u>(428,030)</u>	<u>(4,079,064)</u>

(See accompanying notes to these consolidated financial statements)

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED SEPTEMBER 30, 2012 AND 2011

	2012	2011
Cash Flows From Financing Activities		
Proceeds from mortgage notes	-	1,000,000
Grants for capital acquisition	2,000	2,680,453
Restricted contributions	108,377	243,606
Principal payments on long-term debt	(93,815)	(77,122)
Net Cash Provided by Financing Activities	16,562	3,846,937
Net Increase in Cash and Cash Equivalents	46,976	22,736
Cash and Cash Equivalents, Beginning of Year	1,598,200	1,575,464
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 1,645,176	\$ 1,598,200
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 127,818	\$ 137,712

(See accompanying notes to these consolidated financial statements)

LAMPREY HEALTH CARE

Our Mission

The mission of Lamprey Health Care is to provide high quality primary medical care and health related services, with an emphasis on prevention and lifestyle management, to all individuals regardless of ability to pay.

We seek to be a **leader in providing access** to medical and health services that improve the health status of the individuals and families in the communities we serve.

Our mission is to **remove barriers that prevent access to care**; we strive to eliminate such barriers as language, cultural stereotyping, finances and/or lack of transportation.

Lamprey Health Care's **commitment to the community** extends to providing and/or coordinating access to a full range of comprehensive services.

Lamprey Health Care is committed to achieving the highest level of patient satisfaction through a personal and caring approach and **exceeding standards of excellence in quality and service.**

Our Vision

We will be the **outstanding primary care choice** for our patients, our communities and our service area, and the standard by which others are judged.

We will continue as **pacesetter** in the use of new knowledge for lifestyle improvement, quality of life.

We will be a **center of excellence** in service, quality and teaching.

We will be **part of an integrated system** of care to ensure access to medical care for all individuals and families in our communities.

We will be an **innovator** to foster development of the best primary care practices, adoption of the tools of technology and teaching.

We will **establish partnerships**, linkages, networks and referrals with other organizations to provide access to a full range of services to meet our communities' needs.

Our Values

We exist to **serve the needs of our patients.**

We value a positive **caring approach** in delivering patient services.

We are committed to **improving the health** and total well-being of our communities.

We are committed to **being proactive** in identifying and meeting our communities' health care needs.

We provide a supportive environment for **the professional and personal growth, and healthy lifestyles of our employees.**

We provide an **atmosphere of learning** and growth for both patients and employees as well as for those seeking training in primary care.

We succeed by utilizing a **team approach** that values a positive, constructive commitment to Lamprey Health Care's mission.

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

LAMPREY HEALTH CARE Board of Directors 2012-2013

Betty Crepeau
President
Term ends 2015

Audrey Ashton-Savage
Vice President
Term Ends 2015

Janis Reams
Secretary
Term Ends 2013

Carol LaCross
Treasurer
Term Ends 2015

Thomas "Chris" Drew
Immediate Past President
Term Ends 2013

George D. Donovan, Jr.
Term Ends 2013

Cynthia Giguere-Unrein
Term Ends 2013

Raymond Goodman, III
Term ends 2015

Michael Merenda
Term Ends 2015

Jean Ragonese
Term Ends 2014

Colette D. Tilton
Term Ends 2013

Jazmin Miranda-Smith
Term Ends 2013

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Division of Public Health Services

Agency Name: Lamprey Health Care, Inc.

Name of Bureau/Section: Community Health Services/Oral Health

BUDGET PERIOD:	SFY 2014	July 1, 2013 - June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Ann H. Peters, Chief Executive Officer	\$156,900	0.00%	\$0.00
Sandra K. Pardus, Chief Fiscal Officer	\$108,150	0.00%	\$0.00
Nicole Watson, Clinical Director	\$86,575	0.00%	\$0.00
Nancy Snow, School Based Dental Program Coordinator	\$62,900	33.07%	\$20,800.94
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$20,800.94

BUDGET PERIOD:	SFY 2015	July 1, 2014 - June 30, 2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Ann H. Peters, Chief Executive Officer	\$160,100	0.00%	\$0.00
Sandra K. Pardus, Chief Fiscal Officer	\$110,300	0.00%	\$0.00
Nicole Watson, Clinical Director	\$88,300	0.00%	\$0.00
Nancy Snow, School Based Dental Program Coordinator	\$64,150	29.18%	\$18,720.60
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$18,720.60

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

ANN HATHAWAY PETERS

Lamprey Health Care, Inc.
207 South Main Street
Newmarket, NH 03857
(603) 659-2494
FAX (603) 659-7572

EDUCATION

Primary Care Policy Fellow

US Public Health Service, 1995

Harvard School of Public Health

National Primary Care Institute

LEADERSHIP & ORGANIZATIONAL CHANGE, 1990

University of New Hampshire

Whittemore School of Business and Economics

EXECUTIVE DEVELOPMENT PROGRAM, 1990

Harvard School of Public Health

HEALTH SYSTEMS MANAGEMENT PROGRAM, 1984

Harvard School of Public Health

MASTER OF SCIENCE DEGREE, 1972

University of New Hampshire

BACHELOR OF ARTS DEGREE, 1965

EXPERIENCE

1979-Present

CHIEF EXECUTIVE OFFICER

Lamprey Health Care, Inc., Newmarket, NH

A non-profit, multi-service organization providing primary medical, health and social services to forty communities in Southern New Hampshire. Services include comprehensive perinatal, pediatric, adult and ancillary services. Lamprey Health Care operates multiple programs in three facilities and has a staff of over 175.

Chief Executive Officer responsibilities include strategic planning, overall program development, management and evaluation, as well as financial management for capital and operational budgets. Lamprey Health Care has been a leader in the development of comprehensive perinatal services for a high risk population. Other duties include fundraising, external agency and organizational relationships, oversight of personnel and systems, compliance program, performance improvement program, and risk management program. Lamprey Health Care is a center for teaching and the formal relationships with the Dartmouth OB/GYN Residency Program, Dartmouth Family Practice Residency and the UNH Family Nurse Practitioner programs.

Experience from 1971-1979 is available upon request.

Academic Experience is available upon request.

Bibliography is available upon request.

PROFESSIONAL AFFILIATIONS

- Immediate Past Chair of the Board and Member of Bi-State Primary Care Association, Current
- Past Chair of the Board of Directors of National Association of Community Health Centers, 1999-2000/Current Member of the Board.
- Past Member of the Executive Committee of the Board of Endowment for Health, Inc (EFH) and founding Board Member.
- Member of the Advisory Committee of the Endowment for Health, Inc, Current
- Past Chair and current Secretary of the Board of Community Health Access Network (CHAN).
- Member of the Board of APEX (Physician/Hospital Organization).
- Member of the Editorial Board of the Community Health Forum Magazine.

Ann Hathaway Peters

PROFESSIONAL AFFILIATIONS – Continued

- Past Member of the Board of the United Way of the Greater Seacoast
- Past member of the Board of Blue Cross/Blue Shield of New Hampshire, 1997-until the sale of BC/BS to Anthem.
- Member of State of NH Primary Care Steering Committee, 1991-2000.
- Member of State of NH Community Grants Advisory Committee, 1996-1998.
- Member of American Public Health Association.
- Member of NH Public Health Association.
- Member of Sigma Xi, National Research Society.
- Member of Medical Group Management Association.
- Member of Governor's Health Care Data Committee, 1992-1995.

COMMUNITY ACTIVITIES

- Member of the Dean's Executive Committee for the Whittemore School of Business at the University of New Hampshire.
- Member of the Dean's Leadership committee for the School of Health Studies at the University of New Hampshire.
- Member of the Masters of Public Health Advisory Committee at the University of New Hampshire
- Member of the Board of Trustees of Piscataqua Savings Bank.
- Past Member of the Board of Trustees through 1987-1993, and Past Chairperson of Church Council of First Congregational Church of Kittery Point.

AWARDS

- 2008** Geiger Gibson Distinguished Visitor in Community Health Policy at George Washington University's School of Public Health and Health Services
- 2006** Granite State Award for Outstanding Public Service, Board of Trustees of the University System of New Hampshire
- 2006** National Association of Community Health Centers Grassroots Hall of Fame
- 2001** *Speaking for Women's Health*® First Annual Award.
- 1999** National Board Chair Award from the National Association of Community Health Centers.
- 1991** Outstanding Executive Director's Award, New England Community Health Center Association.

SANDRA KNORR PARDUS

Lamprey Health Care, Inc.
207 South Main Street
Newmarket, NH 03857
(603) 659-2494
Fax: (603) 659-7572

EDUCATION

Boston University, Boston, MA
Master of Business Administration
Information Systems Concentration, June 1991

University of New Hampshire, Durham, NH
Bachelor of Science, 1981

Dale Carnegie Course
Effective Speaking and Human Relations, 1988

EXPERIENCE

Chief Fiscal Officer/Director MIS
Lamprey Health Care, Inc., Newmarket, NH
April 1981 to Present

- Manage Accounting, Billing and Information Technology departments for a \$10.5 million organization.
- Coordinates program managers to develop budgets and financial forecasts of multi-program, multi-site community health center.
- Revise and monitor accounting procedures and systems of internal control to meet growth needs of the organization.
- Negotiate revenues with payors.
- Benchmark and analyze revenues and expenses to determine areas program managers can maximize cost effectiveness of systems.
- Provide strategic and financial support for the development of four medical facilities.
- Automated Medical Information Systems, General Ledger, and Administrative functions. Developed procedures for maintenance.
- Responsible for the management of IT systems to support CHAN.

Network Information Officer

Community Health Access Network (CHAN)

1995 to Present

- Participated in the development and incorporation of CHAN including strategic plan, setup of new corporation, and setup of systems.
- Developed centralized systems to support five community health centers. Integrated systems include electronic medical records (EMR), practice management, accounting and administrative support.
- Provide EMR and network consultation to other networks regarding setup and implementation of network systems especially EMR.

**PROFESSIONAL
AFFILIATIONS**

Bi-State Primary Care Association – Founding Member
Bi-State Primary Care Association Finance Committee
Bi-State Primary Care Association Finance Advisory Committee
ISDI Network Strategic Planning Workgroup

**PROFESSIONAL
MEMBERSHIP**

Health Care Financial Management Committee
National Association of Community Health Centers

**PROFESSIONAL
AWARD**

National Association of Community Health Centers, August 2006
Jeffrey T. Latman Leadership in Health Care Finance Award

Nicole M. Watson, BSN, RN

Professional Experience Summary:

- **Clinical Director 2008-Present** – Lamprey Health Care – Responsible for clinical protocols, policies and procedures; Oversight of the Performance Improvement Program and concurrent audits; and The Joint Commission preparation; Dental Program, Diabetes Program; Medical Information Program; Coordination of the Risk Management Program; maternal and Child Health Program; participates in Grant writing and management; oversight of Nurse Program/ Nurse Educator
- **Site Administrator 2008-Present** – Responsible for the clinic operations and professional and unlicensed support staff support; development and oversight of the budget; Quality Improvement; mentoring professional and support staff; Oversight of EOC program/ facility maintenance
- **Clinical Program Supervisor 2001-Present** – Responsible for urban site clinical policies and procedures; for quality audits and monitoring; oversight of clinical operations; Teen Clinic operations; assistance with budget development; grants management; Maternal Child Health program oversight
- **Other:**
 - Independent contractor for Quality organization auditing hospital admissions;
 - Independent contractor for insurance company for provider and site reviews, documentation evaluation and preventative health issues;
 - Department manager of a large pediatric department and responsible for professional and unlicensed support staff, budget and operations for 80 hour a week program/ teen clinic/ education programs
 - Nursing Supervisor for a pediatric department
 - School nurse substitute

Professional membership:

- NNESHM – Northern New England Society for Health Care Risk Management
- NHPHA – New Hampshire Public Health Association

Education

University of New Hampshire – Bachelor of Science in Nursing 1969
- Graduated Cum Laude
Graduate level courses

Nancy W. Snow



Professional Experience

2008-Present: *Lamprey Health Care*

2008-Present

Position Held:

***Dental Program Coordinator,
School-Based Dental Hygienist***

- Coordinate a school-based dental program for 8 elementary and one middle school in NH.
- Responsible for working with the school nurses to assist in identifying "at risk" children, and for disseminating program information.
- Provide dental education for approximately 3500 elementary and middle school children.
- Provide dental screenings for students at the school.
- Provide care coordination if necessary, and link students to a dental home.
- Place dental sealants for eligible students.
- Provide topical fluoride.
- Discuss and make personal recommendations regarding oral health instructions on a one-one basis with patients.
- Provide Nutritional guidance for all students, offer personalized nutrition recommendations for each patient screened or participating in the sealant program.
- Supervise and administer weekly fluoride rinse programs for 3 schools.
- Administer fluoride varnish clinics upon request from the schools.
- Complete reports required by the NH Board of Dental Examiners and necessary reports for the Division of Health & Human Services, Oral Health Program.
- Report program numbers to the Superintendent, Principal and School Nurse for 9 schools.
- Conduct a Fruit & Vegetable pilot program for twelve 2nd grade classes.
- Write and administer grants when appropriate.

August 2008-2009 Self Employed Dental Hygienist, *State of NH, Division of Health & Human Services, Oral Health Program*

- Conducted oral health, height and weight screenings for 3rd grade students in Strafford and Rockingham Counties. Information collected to be used in Third Grade Oral Health/BMI Survey.

September 2003-2008, Registered Dental Hygienist, *Richard Farina, DMD, Rochester, NH*

Duties included:

- Medical History review with each patient.
- Take blood pressure for patients at appropriate intervals.
- Dental charting using Dentrix electronic dental charts.
- Expose, monitor and scan digital radiographs and intra-oral photographs.

- Provided prophylactic (cleaning) and polishing treatments for patients.
- Performed periodontal charting and scaling.
- Place medicaments as needed for periodontal patients.
- Sealant placement.
- Topical fluoride treatment.
- Provide personalized oral hygiene instruction and nutrition review.
- Assist the dentist in treatment planning all phases of needed dentistry.
- Schedule all dental hygiene appointments.
- Clean dental operatory and sterilize instruments.

January 2003-September 2003, Registered Dental Hygienist, Dr. Leslie Bouvier, Somersworth, NH

- Employed as Registered Dental Hygienist with all duties as listed above.

September 1997-January 2003, Registered Dental Hygienist, John Maloney, DDS, Seabrook, NH

Employed as Registered Dental Hygienist with all duties as listed above

September 1995-1997, Registered Dental Hygienist, Concord Family Dentistry, Walter Maziarz, DMD, MAGD

Employed as Registered Dental Hygienist with all duties as listed above.

Education:

New Hampshire Technical Institute, Concord, NH

Associates Degree in Dental Hygiene, 1995, Graduated with Honors

Course work included: Community Dental Health, Nutrition, Radiology, Sealant Placement, Dental Materials, Biochemistry, Anatomy & Physiology, Pharmacology, Oral Anatomy, Periodontology, Psychology, and Sociology.

Continuing Education:

Over 300 hours of continuing education since 1995 including but not limited to:

CPR, ASTDD Screening, Infection Control in Alternative Settings, Medical Emergencies, Sealants, Topical Fluoride treatments, Chart Documentation and Record keeping, OSHA, Oral & Maxillofacial Pathology, Oral Exams on One Year Olds, Periodontology, Advanced Instrumentation, Chemotherapeutic Placement.

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Lamprey Health Care, Inc.

Budget Request for: School-Based Oral Health Services
(Name of RFP)

Budget Period: July 1, 2013 through June 30, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 20,800.94	\$ -	\$ 20,800.94	
2. Employee Benefits	\$ 4,566.06	\$ -	\$ 4,566.06	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 25,367.00	\$ -	\$ 25,367.00	

Indirect As A Percent of Direct

0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	\$ 25,367.00
Reconciliation - (this line must be equal to or greater than \$0)	\$ -

Budget Form

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Lamprey Health Care, Inc.

Budget Request for: School-Based Oral Health Services
(Name of RFP)

Budget Period: July 1, 2014 through June 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 18,720.60	\$ -	\$ 18,720.60	
2. Employee Benefits	\$ 4,109.40	\$ -	\$ 4,109.40	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 22,830.00	\$ -	\$ 22,830.00	

Indirect As A Percent of Direct

0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	\$ 22,830.00
Reconciliation - (this line must be equal to or greater than \$0)	\$ -




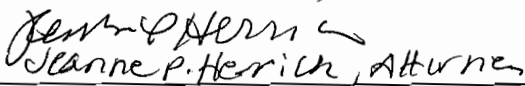
Subject: School-based oral health services will be delivered to underserved students living in Manchester, NH

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Manchester Health Department		1.4 Contractor Address 1528 Elm Street, Manchester, NH 03101	
1.5 Contractor Phone Number (603) 624-6466	1.6 Account Number 05-95-90-902010-4527-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$47,896
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Theodore Gatsas, Mayor	
1.13 Acknowledgement: State of <u>NH</u>, County of <u>Hillsborough</u> On <u>4/9/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace THOMAS R CLARK, CITY SOLICITOR		NP Commission Expires 10/17/17	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herich, Attorney On: 28 Mar 2013			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: J.J.
Date: 4/9/13

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: J. G.
Date: 4/19/13

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

School-Based Oral Health Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Manchester Health Department

ADDRESS: 1528 Elm Street
Manchester, NH 03103

Community Health Supervisor: Susan Myers, RN, M.Ed

TELEPHONE: (603) 624-6466

The Contractor shall provide school-based oral health services as specified below:

I. General Provisions:

The contractor shall provide oral health assessment, preventive services, and referrals for restorative treatment for low-income, uninsured, and underinsured children within the defined service area who don't have regular access to oral health care.

A. Numbers Served

Oral assessment services are to be provided to a minimum of 2,000 students throughout each year of the contract term.

B. Eligibility and Income Determination

1. Low-income children and families are defined as \leq 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year), in the State of New Hampshire.
2. If parental permission forms indicate that the child may be eligible for enrollment in NH Medicaid, the Contractor shall assist the family to complete the most recent version of the Medicaid enrollment form.

C. The contractor shall use one of the following models:

1. The "clinic model" that provides on-site comprehensive preventive and/or restorative treatment.
2. The "combination clinic referral model" that provides preventive treatment at one site and provides care coordination to link clients with restorative treatment at another site.

D. Oral health services for the targeted population(s) shall include:

1. risk assessment;
2. oral health education;
3. oral screening;
4. early diagnosis of oral diseases;
5. preventive care focused on age appropriate dental sealants and fluoride application;
6. and care coordination that links children to restorative treatment and disease management in a "dental home."

E. Relevant Policies and Guidelines

The school-based oral health program shall:

1. Require no fee for any NH Medicaid client.
2. Assist eligible families with NH Medicaid enrollment directly or through referral.
3. Become a NH Medicaid provider for qualified clients.
4. Provide a sliding fee scale for children from families without NH Medicaid or private dental insurance.
5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care.
6. Direct resources to evidence-based interventions.
7. Explore and secure future funding sources.

F. Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

G. State and Federal Laws

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.

3. The contractor shall comply with standards developed by the Occupational Safety and Health Administration (OSHA).

H. Publications Funded Under Contract

1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).

I. Subcontractors

If services required to comply with this Exhibit are provided by a subcontracted agency or provider, the DPHS Oral Health Program must be notified in writing, receive a copy of the subcontract or Memorandum of Agreement (MOA), and approve the subcontract (MOA) prior to its initiation. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

I. Minimal Scope of Core Services

A. Service Requirements

The school-based oral health program shall consist of the following components:

1. Clinical services shall be provided under the supervision of a dentist licensed to practice in New Hampshire.
2. Visual oral screenings or exams by a NH Licensed Dentist or a NH Registered Dental Hygienist with screening results available to clients or to parents of children screened.
3. Oral health educational presentations by health professionals to individual students at chairside or to groups in a classroom setting as part of a health care curriculum.
4. Topical fluoride application as part of a regular preventive routine or, when appropriate, through a school-based fluoride rinse program in schools wishing to participate.
5. A preventive dental sealant program for students through a school-based or school-linked program that assesses risk of dental disease and tooth eruption.
6. With the exception of orthodontic care, the program shall provide assistance in obtaining restorative care for students without an established dental provider.
7. Oral health data collection to support a knowledge base and dental data surveillance system for use in policy development, assessment, and capacity building at state and local levels.
8. Notice to families without access to dental services that a sliding fee scale is available and that no student will be denied school-based dental services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the Oral Health Program prior to initiating any research related to this contract.

B. Staffing Provisions

The Contractor shall be responsible for compliance with the New Hampshire Dental Practice Act. All dental health professionals shall have the appropriate New Hampshire license. The Contractor shall provide the DPHS Oral Health Program with a resume, a copy of the NH license if appropriate, and job description for any current professional staff in the program and notify the State in writing of any staffing changes, along with a copy of the resume of any new staff hired within one month of date of hire.

Staffing Changes

1. New Hires

The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.

2. Vacancies

The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

C. Coordination of Services

1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.
2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

D. Meetings and Trainings

The Contractor will be responsible to send staff to meetings and trainings required by the Oral Health Program, including but not limited to the Annual Oral Health Forum and Calibration Clinic for School-Based Hygienists.

II. Quality or Performance Improvement (QI/PI)

A. Work Plans

1. Performance Work Plans are required annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The work Plans are a key component of the Oral Health Program performance-based contracting system and of this contract.
2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health Work Plan Progress/Outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.

3. The Contractor shall submit a performance-based work plan with this application for funding and by July 15th of the contract year.
4. The Contractor shall comply with minor modifications and/or additions to the work plan and annual report format as requested by the Oral Health Program. The Oral Health Program will provide the Contractor with advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.

B. Data and Reporting Requirements

In addition to Performance Work Plans, the Contractor shall submit to the Oral Health Program the following data used to monitor program performance:

1. Work Plans and Work Plan Outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
2. A Year End Report Form shall be completed annually to describe the reach of the school-based program beyond the second and third grade population targeted for dental sealants.
3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
4. A copy of the Sliding Fee Scale provided to participating students' families shall be submitted on request to the DPHS Oral Health Program. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.
5. An summary of feedback from teachers, school nurses, administrators and families obtained during the prior contract year and of the method by which the results were obtained shall be submitted on request to the DPHS Oral Health Program to accompany the annual work plan.

C. On-Site Reviews

1. The Contractor shall allow a team or person authorized by the Oral Health Program to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.
3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency Performance Work Plan.

D. Performance Measures

School-Based Oral Health Performance Measures

Second and third grade students represent a group of children whose oral health status can be compared across New Hampshire programs with children in other states and with the National Oral Health Surveillance System.

- A minimum of 70% of 2nd and 3rd grade students returning consent forms
- A minimum of 1,800 2nd and 3rd grade students shall receive oral screenings
- Percent of all 2nd and 3rd grade students in the school screened to assess oral health needs
- Percent of all 2nd and 3rd grade students screened with at least one sealant on a permanent Molars
- 100% of all 2nd and 3rd grade students screened with untreated decay who are referred for service
- Percent of all 2nd and 3rd grade students screened with a history of decay

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Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

School-Based Oral Health Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Manchester Health Department

ADDRESS: 1528 Elm Street
Manchester, NH 03013

Community Health Supervisor: Susan Myers, RN, M.Ed
TELEPHONE: (603) 624-6466

Vendor #177433-B009

Job #90072003

Appropriation #05-95-90-902010-4527-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$47,896 for oral health initiatives, funded from 44.7% Federal funds from the Centers for Disease Control (CDC) (CFDA #93.991) and 55.3% from General funds.

TOTAL: \$47,896

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.

7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

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Contractor Initials

J. G.

Date:

9/9/13

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

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

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- X (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

The State of New Hampshire determined that the contract activities are of a low risk of liability, and the parties waive the requirement of paragraph 14 of the P-37 in that the contractor provide comprehensive general liability insurance in the amount of \$2 million per incident and instead, accept general liability insurance provided by contractor in the amount of \$925,000 per incident.

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The remainder of this page is intentionally left blank.

J.G.
4/9/13

18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

NH Department of Health and Human Services

Standard 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 to 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 5151-51-5160 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 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 certification 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

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) 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);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (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;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 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.

Manchester Health Department **From:** July 1, 2013 or date of G&C Approval, whichever is later **To:** June 30, 2015
Contractor Name **Period Covered by this Certification**

Theodore Gatsas, Mayor
Name and Title of Authorized Contractor Representative

Theodore Gatsas Mayor
Contractor Representative Signature

4/9/13
Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

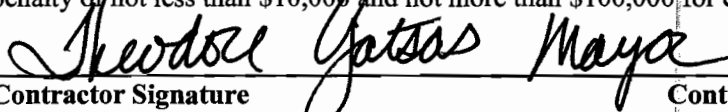
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: July 1, 2013 or date of G&C Approval, whichever is later, through June 30, 2015

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Mayor

 Contractor Signature Contractor's Representative Title

 Manchester Health Department 4/9/13
 Contractor Name Date

NH Department of Health and Human Services

Standard 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 transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
 - c. 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
 - d. 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.
2. 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

Sheodore Gotsas Mayor Contractor's Representative Title
 Contractor Signature
 Manchester Health Department Contractor Name
 Date 4/9/13

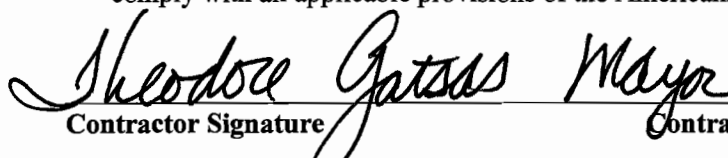
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

 Contractor Signature	Mayor Contractor's Representative Title
Manchester Health Department Contractor Name	4/9/13 Date

NH Department of Health and Human Services

STANDARD 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 Signature

Mayor

Contractor's Representative Title

Manchester Health Department
Contractor Name

4/9/13
Date

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

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

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

(2) Use and Disclosure of Protected Health Information.

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

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

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

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

DIVISION OF PUBLIC HEALTH SERVICES

The State Agency Name

Manchester Health Department

Name of Contractor



Signature of Authorized Representative



Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

Name of Authorized Representative

Theodore Gatsas

Name of Authorized Representative

BUREAU CHIEF

Title of Authorized Representative

Mayor

Title of Authorized Representative

5-30-2013

Date

4/9/13

Date

NH Department of Health and Human Services

STANDARD 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 Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award 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:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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 Sub-award 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 Representative Signature)

Theodore Gatsas, Mayor
(Authorized Contractor Representative Name & Title)

Manchester Health Department
(Contractor Name)

 4/9/13
(Date)

NH Department of Health and Human Services

STANDARD 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: 790913636

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, sub-grants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

CERTIFICATE OF VOTE

I, Heather Freeman, do hereby certify that:
(Name of the City Clerk of the Municipality)

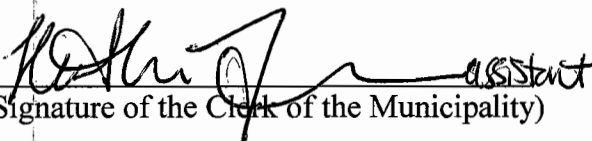
- Deputy
1. I am duly elected City Clerk of the City of Manchester
 2. The following is a true copy of an action duly adopted at a meeting of the Board of Mayor and Aldermen duly held on April 2, 2013.

RESOLVED: That this Municipality enter into a contract with the State of New Hampshire, acting through its Division of Public Health Services of the Department of Health and Human Services – School-Based Oral Health Services.

RESOLVED: That Theodore Gatsas,
(Mayor of the City of Manchester)

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

3. The foregoing action on has not been amended or revoked and remains in full force and effect as of April 9, 2013.
4. Theodore Gatsas (is/are) the duly elected Mayor of the City of Manchester.

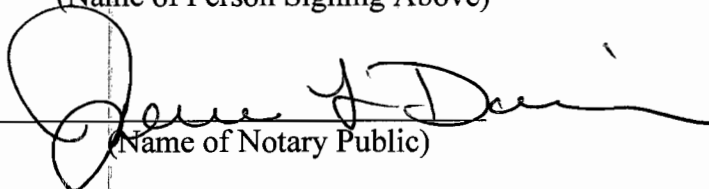

(Signature of the Clerk of the Municipality)

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledge before me this 9th day of April, 2013 by Heather Freeman

(Name of Person Signing Above)

(NOTARY SEAL)


(Name of Notary Public)

Title: Notary Public/Justice of the Peace

Commission Expires: JOANNE L. DOUKERIS

Notary Public - Justice of the Peace
My Commission Expires September 17, 2013



**City of Manchester
Office of Risk Management**

Harry G. Ntapolis
Risk Manager

One City Hall Plaza
Manchester, New Hampshire 03101
(603) 624-6503 Fax (603) 624-6528
TTY: 1-800-735-2964

CERTIFICATE OF COVERAGE

New Hampshire Department of Health and Human Services
Division of Public Health Services
29 Haven Drive
Concord, New Hampshire 03301

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage within the financial limits of RSA 507-B as follows:

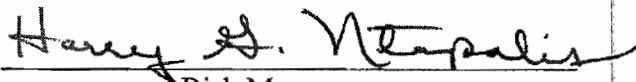
	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	975
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD

For the new Oral Health Grant between the Manchester Health Department and NHDHHS, Division of Public Health for FY 2014.

Issued the 7th day of February, 2013.


Risk Manager

CITY OF MANCHESTER, NEW HAMPSHIRE

FEDERAL FINANCIAL AND COMPLIANCE REPORT
For the Year Ended June 30, 2012



**REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD HAVE A
DIRECT AND MATERIAL EFFECT ON EACH MAJOR PROGRAM AND ON
INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB
CIRCULAR A-133 AND ON THE SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS**

To the Honorable Board of Mayor and Aldermen
City of Manchester, New Hampshire

Compliance: We have audited the City of Manchester, New Hampshire's (the "City") compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the City of Manchester, New Hampshire's major federal programs for the year ended June 30, 2012. The City of Manchester, New Hampshire's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of the City of Manchester, New Hampshire's management. Our responsibility is to express an opinion on the City of Manchester, New Hampshire's compliance based on our audit.

The City of Manchester, New Hampshire's basic financial statements include the operations of the Manchester Transit Authority and the Manchester School District Component units of the City, which received \$25,166,902 in federal awards which is not included in the schedule during the year ended June 30, 2012. Our audit described below, did not include the operations of the Manchester Transit Authority and the Manchester School District as these component units engaged other auditors to perform audits in accordance with OMB Circular A-133.

In addition, the City's basic financial statements include the operations of the City of Manchester Employees' Contributory Retirement System, a component unit of the City. Our audit described below, did not include this component unit because it was not required to be audited in accordance with OMB Circular A-133.

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 OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City of Manchester, New Hampshire's compliance with those requirements and performing such other procedures as

we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the City of Manchester, New Hampshire's compliance with those requirements.

In our opinion, the City of Manchester, New Hampshire complied, in all material respects, with the 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, 2012.

Internal Control Over Compliance: Management of the City of Manchester, New Hampshire is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered the City of Manchester, New Hampshire's internal control over compliance with requirements that could have a direct and material effect on a major federal program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City of Manchester, New Hampshire's internal control over compliance.

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

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

Schedule of Expenditures of Federal Awards: We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Manchester, New Hampshire as of and for the year ended June 30, 2012, and have issued our report thereon dated March 27, 2013, which contained an unqualified opinion on those financial statements. Our report was modified to include a reference to other auditors. Our audit and the audit of other auditors were conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic 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 expenditure of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

This report is intended solely for the information and use of the Board of Mayor and Aldermen, the management of the City of Manchester, New Hampshire and federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

McGladrey LLP

New Haven, Connecticut
March 27, 2013

CITY OF MANCHESTER, NEW HAMPSHIRE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2012

Federal Grantor Pass-Through Grantor Program Title	Catalog of Federal Domestic Assistance Number	Federal Expenditures
Department of Health and Human Services:		
Direct Programs:		
Consolidated Health Centers	93.224	\$ 582,551
Passed Through the State of New Hampshire Department of Health and Human Services:		
Immunization Cluster:		
Childhood Immunization Grants	93.268	102,349
Total Immunization Cluster		<u>102,349</u>
Medical Reserve Corps Small Grant Program	93.008	2,224
Public Health Emergency Preparedness	93.069	7,648
Project Grants and Cooperative Agreements for Tuberculosis Control Programs	93.116	33,895
Acquired Immunodeficiency Syndrome (AIDS) Activity	93.118	122
Childhood Lead Poisoning Prevention Projects - State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children	93.197	43,225
Centers for Disease Control & Prevention-Investigation and Technical Assistance	93.283	430,783
Refugee and Entrant Assistance - Discretionary Grants	93.576	14,443
ARRA-Grants to Health Center Programs	93.703	40,858
Preventative Health Services-Sexually Transmitted Diseases Control Grants	93.977	574
Preventative Health & Health Services Block Grant	93.991	43,162
		<u>719,283</u>
Total Department of Health and Human Services		<u>1,301,834</u>
Department of Justice:		
Direct Programs:		
Juvenile Justice and Delinquency Prevention	16.540	72,072
The Community - Defined Solutions to Violence Against Women Grant Program	16.590	62,839
ARRA-Public Safety Partnership & Community Policing Grants	16.710	987,184
Equitable Sharing Program	16.922	593,396
JAG Program Cluster:		
Edward Byrne Memorial Justice Assistance Grant Program	16.738	312,967
ARRA-Edward Byrne Memorial Justice Assistance Grant Program/ Grants to Unite Local Governments	16.804	206,489
Total JAG Program Cluster		<u>519,456</u>
		<u>2,234,947</u>
Passed Through State of New Hampshire Office of the Attorney General:		
Sexual Assault Services Formula Program	16.017	190,475
ARRA-Violence Against Women Formula Grants	16.588	101,763
Enforcing Underage Drinking Laws Program	16.727	24,981
		<u>317,219</u>
Total Department of Justice		<u>2,552,166</u>

See Notes to Schedule.

(Continued)

CITY OF MANCHESTER, NEW HAMPSHIRE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS, Continued
For the Year Ended June 30, 2012

Federal Grantor Pass-Through Grantor Program Title	Catalog of Federal Domestic Assistance Number	Federal Expenditures
Department of Homeland Security:		
Direct Programs:		
Hazard Mitigation Grant	97.039	107,892
Assistance to Firefighters Grant	97.044	1,509
Emergency Operations Center	97.052	72,390
		<u>181,791</u>
Passed Through State of New Hampshire Department of Safety:		
Emergency Management Performance Grants	97.042	78,608
Homeland Security Grant Program	97.067	1,447
Buffer Zone Protection Program	97.078	34,559
State Homeland Security Program (SHSP)	97.073	150,054
		<u>264,668</u>
		<u>446,459</u>
Department of Transportation:		
Direct Programs:		
Airport Improvement Program	20.106	<u>6,041,536</u>
Passed Through State of New Hampshire Department of Transportation:		
Highway Planning and Construction Cluster:		
Highway Planning & Construction	20.205	1,305,840
Recreational Trails Program	20.219	41,497
Total Highway Planning and Construction Cluster		<u>1,347,337</u>
State and Community Highway Safety	20.600	37,210
Alcohol Impaired Driving Countermeasures	20.601	29,942
		<u>1,414,489</u>
		<u>7,456,025</u>
Department of Housing and Urban Development:		
Direct Programs:		
Community Development Block Grant Cluster:		
Community Development Block Grants/Entitlement Grants	14.218	<u>1,905,768</u>
State-Administered Community Development Block Grant Cluster:		
Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii	14.228	<u>1,261,672</u>
HOME Investment Partnerships Program	14.239	525,854
Emergency Shelter Grant Program	14.231	98,385
ARRA-Homeless Prevention & Rapid Re-Housing	14.257	151,543
Lead Hazard Reduction Demonstration Grant Program	14.905	772,247
Total Department of Housing and Urban Development		<u>4,715,469</u>

See Notes to Schedule.

(Continued)

CITY OF MANCHESTER, NEW HAMPSHIRE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS, Continued
For the Year Ended June 30, 2012

Federal Grantor Pass-Through Grantor Program Title	Catalog of Federal Domestic Assistance Number	Federal Expenditures
Department of Economic Development Agency:		
Direct Programs:		
Economic Development Technical Assistance	11.303	<u>11,920</u>
Environmental Protection Agency:		
Direct Programs:		
Healthy Communities Grant Program	66.110	13,853
Congressionally Mandated Projects	66.202	54,250
Capitalization Grants for Clean Water State Revolving Funds	66.458	64,876
Nonpoint Source Implementation Grants	66.460	69,029
ARRA-Superfund State, Political Subdivision, and Indian Tribe Site-Specific Cooperative Agreements	66.802	81,000
Brownfields Training, Research, and Technical Assistance Grants	66.818	<u>181,485</u>
Total Environmental Protection Agency		<u>464,493</u>
Department of Energy:		
Direct Programs:		
ARRA-Energy Efficiency and Conservation Block Grant Program (EECBG)	81.128	<u>345,762</u>
Total Expenditures of Federal Awards		<u>\$ 17,294,128</u>

See Notes to Schedule.

Timothy M. Soucy, MPH, REHS
Public Health Director

Anna J. Thomas, MPH
Deputy Public Health Director



BOARD OF HEALTH
Rosemary M. Caron, PhD, MPH
Robert A. Duhaime, RN, MBA, MSN, Chair
Fernando Ferrucci, MD, Clerk
Elaine M. Michaud, Esq.
Christopher N. Skaperdas, DMD

CITY OF MANCHESTER
Health Department

MISSION STATEMENT

To improve the health of individuals, families, and the community through disease prevention, health promotion, and protection from environmental threats.

VISION STATEMENT

To be a healthy community where the public can enjoy a high quality of health in a clean environment, enjoy protection from public health threats, and can access high quality health care.

Timothy M. Soucy, MPH, REHS
Public Health Director

Anna J. Thomas, MPH
Deputy Public Health Director



BOARD OF HEALTH
Rosemary M. Caron, PhD, MPH
Robert A. Duhaime, RN, MBA, MSN, Chair
Fernando Ferrucci, MD, Clerk
Elaine M. Michaud, Esq.
Christopher N. Skaperdas, DMD

CITY OF MANCHESTER
Health Department

BOARD OF HEALTH MEMBERS:

Members: Rosemary M. Caron, PhD, MPH
University of New Hampshire
College of Health and Human Services
Department of Health Management and Policy
319 Hewitt Hall
4 Library Way
Durham NH 03824
(603) 862-3653

Robert A. Duhaime, RN, MBA, MSN
Chair
Vice-President, Operations/Chief Nurse Executive
Catholic Medical Center
100 McGregor Street
Manchester NH 03102
(603) 663-6490

Fernando Ferrucci, MD
Clerk
Pediatric Health Associates
275 Mammoth Road, Suite 1
Manchester NH 03109
(603) 663-8350

Elaine M. Michaud, Esquire
Devine, Millimet & Branch, P.A.
111 Amherst Street
Manchester NH 03101
(603) 695-8546

Christopher N. Skaperdas, DMD
Christopher N. Skaperdas, PLLC
101 Webster Street
Manchester NH 03104
(603) 668-02444

1528 Elm Street • Manchester, New Hampshire 03101 • (603) 624-6466
Administrative Fax: (603) 624-6584, Community Health Fax: (603) 665-6894
Environmental Health & School Health Fax: (603) 628-6004
E-mail: health@manchesternh.gov • Website: www.manchesternh.gov/health

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Division of Public Health Services

Agency Name: Manchester Health Department

Name of Bureau/Section: Community Health Services/Oral Health

BUDGET PERIOD:	SFY 2014	July 1, 2013 - June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Andrea lasillo, Dental Hygienist	\$48,799	30.00%	\$14,639
Timothy Soucy, Public Health Director	\$134,881	0.00%	\$0
Susan Myers, Community Health Supervisor	\$92,895	0.00%	\$0
	\$0	0.00%	\$0
	\$0	0.00%	\$0
	\$0	0.00%	\$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$14,639

BUDGET PERIOD:	SFY 2015	July 1, 2014 - June 30, 2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Andrea lasillo, Dental Hygienist	\$49,287	32.50%	\$16,018
Timothy Soucy, Public Health Director	\$137,118	0.00%	\$0
Susan Myers, Community Health Supervisor	\$93,824	0.00%	\$0
	\$0	0.00%	\$0
	\$0	0.00%	\$0
	\$0	0.00%	\$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$16,018

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

Andrea Iasillo, RDH
City of Manchester Health Department
1528 Elm Street
Manchester, NH 03101
603-624-6466

Education

September 1988-May 1990

University of Bridgeport, Fones School of Dental Hygiene. Bridgeport, CT
Associate of Science Degree in Dental Hygiene. magna cum laude.

September 1982-May 1986

Slippery Rock University of Pennsylvania. Bachelor of Science Degree.

Employment

Dental Hygienist- Licensed in NH, CT and FL. Responsibilities include adult and adolescent dental prophylaxis, dental health screenings at clinics and schools, periodontal therapy (including root planing), periodontal charting and evaluations, subgingival irrigation, pit and fissure sealants, fluoride treatments, radiographs, oral cancer examinations, report, record and data collection in public health setting, organize school based oral health program, oral hygiene instruction and recall management.

Aug. 2007-present	Manchester Health Department
Sept 2006-July 2007	Marquee Dental, Manchester, NH
Oct. 2002- June 2006	Dr. Robert Emilio, Norwalk, CT
Oct. 1997-Jan. 2006	Dr. Santo Delallo, Norwalk, CT
Nov. 1993-Oct. 1997	Dr. Charles Zatzkins. Greenwich, CT
Sept. 1991-Nov. 1993	Peremenis Dental Group, Stamford, CT
June 1990-Sept. 1991	Darien Dental Group, Darien, CT

TIMOTHY M. SOUCY, MPH, REHS

SUMMARY OF QUALIFICATIONS

- 22-Year Manchester Health Department Employee, 18-Year Senior Manager
- Recognized Public Health Leader in City of Manchester and State of New Hampshire
- Experienced in Managing Employees and Budgets
- Lifelong Manchester, New Hampshire Resident

EDUCATION

- Master of Public Health Degree May 1998 Boston University School of Public Health, Boston, Massachusetts
Concentration: Environmental Health
- Bachelor of Science Degree May 1989 University of Vermont, Burlington, Vermont
Major: Biology

PROFESSIONAL PUBLIC HEALTH EXPERIENCE

02/90 – Present: Manchester Health Department

12/06 – Present: Public Health Director

As the Chief Administrative Officer provides administrative oversight to all operations and activities of the Manchester Health Department including exclusive personnel responsibility, supervisory authority and budgetary authority. The Manchester Health Department routinely assesses the health of the community and recommends appropriate policies, ordinances and programs to improve the health of the community. The Department investigates and controls communicable diseases, completes environmental inspections and investigations necessary to protect the public health and is also responsible for the provision of school health services for Manchester school children. The Public Health Director also serves as the Executive Director of the Health Care for the Homeless Program (330-h) and has overseen the AmeriCorps VISTA Program and Weed & Seed Strategy.

11/02 – 06/06: Public Health Preparedness Administrator

Carried out all functions of Chief of Environmental Health. In addition, planned, directed and supervised all activities to assure local readiness, interagency collaboration, and preparedness for bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies. Secured over two million dollars (\$2,000,000) in federal public health preparedness funding for the City of Manchester since 2002. Experienced in Manchester Emergency Operations Center (EOC) operations.

08/94 – 11/02: Chief, Division of Environmental Health

Planned, directed and supervised all environmental health activities carried out within the City of Manchester. Evaluated and recommended public health standards, ordinances and legislation. Advised governmental leaders, community representatives, and the general public on environmental health issues. Planned and conducted professional public health training programs. Coordinated epidemiological investigations for specific disease outbreaks. Supervised division staff and evaluated personnel performance.

02/90 - 08/94: Environmental Health Specialist / Sanitarian

Performed duties related to a comprehensive environmental health program, including, but not limited to inspection of food service facilities, investigation of foodborne illnesses, inspection of institutional facilities, swimming pool inspections, indoor air quality investigations, inspections of septic systems, investigation of public health nuisances, and investigation of childhood lead poisoning cases.

PROFESSIONAL CERTIFICATIONS

- Registered Environmental Health Specialist, National Environmental Health Association, Number 85241 (Inactive)
- Designer of Subsurface Sewage Disposal Systems, State of New Hampshire, Permit number 1273 (Active)
- ServSafe Food Protection Manager Certification Course, National Restaurant Association, 1998 (Inactive)

PROFESSIONAL ORGANIZATIONS

- Member, National Association of County & City Health Officials (NACCHO)
- Member, American Public Health Association (APHA)
- Member, National Environmental Health Association, (NEHA)
- Member, New Hampshire Public Health Association (NHPHA)
- Member, New Hampshire Health Officer Association (NHHOA)

HONORS AND RECOGNITIONS

- Appointee, New Hampshire Health Exchange Advisory Board, 2012
- Poster Session, NACCHO Annual Conference, 2010
- Presenter, NALBOH Annual Conference, 2009
- Presented with Key to the City, Honorable Mayor Frank C Guinta, 2009
- Appointee, Survive & Thrive Workgroup, National Association of County & City Health Officials 2009 – Present
- Fellow, Survive & Thrive, National Association of County & City Health Officials 2008 – 2009
- Guest Lecturer, University of New Hampshire, MPH, MPA and Undergraduate Programs 2006- Present
- Associate, Leadership New Hampshire, Class of 2005
- 40 Under Forty, The Union Leader & Business and Industry Association of New Hampshire, Class of 2004
- Appointee, Legislative Study Committee for Public Health and the Environment, 2000-2003
- Inductee, Delta Omega, Public Health Honor Society, Boston University School of Public Health 1998

CONTINUING EDUCATION

- Reasonable Suspicion Supervisory Training, City of Manchester Human Resources, 2010
- New Hampshire Department of Environmental Services, Subsurface Bureau Educational Seminars, 2010
- Survive & Thrive, National Association of County & City Health Officials, 2009
- ICS 300, MGT 313, Incident Management/Unified Command, Texas A&M, 2008
- MGT -100 WMD Incident Management/Unified Command Concept, Texas A&M, 2008
- ICS 100, ICS 200, US Department of Homeland Security, 2008
- Bi-State Primary Care Association Primary Care Conference, 2007
- Public Health Preparedness Summit, National Association of City & County Health Officials, 2006
- National Incident Management Systems (NIMS), US Department of Homeland Security, 2005
- Healthcare Leadership & Administrative Decision-Making in Response to Weapons of Mass Destruction (WMD) Incidents, Federal Emergency Management Agency, 2004
- Forensic Epidemiology, US Department of Justice & US Centers for Disease Control & Prevention, 2003
- BioDefense Mobilization Conference, University of Washington, School of Public Health, 2002
- Emergency Response to Domestic Biological Incidents, US Department of Justice & LSU, 2001
- Financial Skills for Non-Financial Managers, University of New Hampshire, 2001
- National Environmental Health Association Annual Education Conference, NEHA, 2000
- Management Perspectives for Public Health Practitioners, US Centers for Disease Control & Prevention, 2000
- Investigating Foodborne Illnesses, US Food & Drug Administration, 1999
- Environmental Health Risks to Children, US Environmental Protection Agency, 1998
- Food Microbiological Control, US Food & Drug Administration, 1998
- Computer Assisted Modeling for Emergency Operations (CAMEO), Harvard School of Public Health, 1997
- Local Radon Coordinators Network Training, National Association of City & County Health Officials, 1996
- Introduction to Indoor Air Quality, US Environmental Protection Agency & Harvard University, 1995
- Hazard Analysis & Critical Control Point (HACCP), US Food & Drug Administration, 1995
- Safety Measurement, Bloodborne Pathogens, Confined Space Entry, University of New Hampshire, 1994
- Environmental Health Sciences, US Centers for Disease Control & Prevention, 1992
- Field Description of Soils, University of New Hampshire, 1992
- Kentucky Lead Training Workshop, Jefferson County Health Department, 1991
- Foodborne Disease Control, US Centers for Disease Control & Prevention, 1991
- Lead Paint Inspectors Course, PCG PRO-Tech Services, Massachusetts, 1990

COMMUNITY ACTIVITIES

- Member, Board of Directors, Families in Transition, Housing Benefits, Inc., 2010 – Present
- Member, Board of Directors, Mental Health Center of Greater Manchester, 2008 – Present (Board Chair 2012 – Present)
- Leadership Greater Manchester Steering Committee, Greater Manchester Chamber of Commerce, 2008 – Present
- Volunteer, Dance Visions Network, 2007 - Present
- Member, Seniors Count Collaborating Council, Easter Seals of New Hampshire, 2006 - Present
- Member, Board of Directors, New Horizons for New Hampshire, 2004 – 2010 (Board President 2007-2009)
- Coach, Parker Varney Girls Basketball Team, 2004-2005
- Assistant Coach, Rising Stars Recreation Soccer League, 2002
- Assistant Coach, Manchester Angels Recreation Soccer League, 2001-2003
- Member, Advisory Council, Endowment for Health, Inc. 2000-2003
- Assistant Coach, Manchester West Junior Soccer League, 2000-2003
- Assistant Coach, Manchester West Junior Deb Softball League, 2000
- Member, Allocations Committee, United Way of Greater Manchester, 1998-2003
- Health Department Campaign Coordinator, Granite United Way, 1996, 2008 - 2012

CITY OF MANCHESTER ACTIVITIES

- Appointee, City of Manchester Labor / Management Committee, 2011 – Present
- Appointee, City of Manchester Local Emergency Planning Committee, 2011 – Present
- Appointee, City of Manchester Refugee and Immigrant Integration Task Force, 2010 - Present
- Appointee, City of Manchester 10-Year Plan to End Homelessness, 2010 - Present
- Appointee, City of Manchester Quality Council, 2008 – Present
- Appointee, City of Manchester AFSCME Sick Leave Bank, 2006- Present

Timothy M. Soucy, REHS, MPH
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Susan G. Myers, R.N., M.Ed.
Manchester Health Department
1528 Elm St.
Manchester, NH 03101
(603) 628-6003 Ext. 335

Selected Accomplishments

Develops, directs and manages multiple community health programs incorporating evidence-based practices to meet the public health needs of a diverse population. Programs have included immunizations, lead poisoning prevention, school-based oral health services, TB control and prevention, communicable disease control, refugee health, HIV prevention and STD/HIV clinical services.

Demonstrates leadership qualities in managing a staff of Community Health Nurses, Dental Hygienists, Public Health Specialists and contracted professionals.

Manages vaccine distribution plans and regional clinical operations during public health emergencies.

Develops public health programs and compliance/quality assurance programs which are sought after as models for like agencies.

Crafts the development of response plans for issues of public health significance.

Fosters community partnerships to improve public health indicators and promote access to preventive services and oral health care.

Professional Experience

Manchester Health Department, Manchester, New Hampshire

Community Health Supervisor 2006-Present

Responsible for the management of the Manchester Health Department Division of Community Health including program and budgetary management, grant writing, outcome analysis, community relations and policy development. Provides management for programs including STD/HIV Clinical Services, Immunization Program, Refugee Health, Lead Poisoning Prevention and Healthy Homes, TB Control, Manchester School Dental Program and Communicable Disease Control. Supervises Community Health Nurses, Dental Hygienists, Public Health Specialists and a Dental Assistant.

Senior Public Health Specialist, 2001-2006

Responsible for the management of the Oral Health Program, Lead Poisoning Prevention Program and Immunization Program, including program and budgetary management, grant writing, outcome analysis, community relations, health education and policy development. Conducts community assessments, data analysis and develops strategies for public health intervention. Supervised Community Health Nurses, Dental Hygienists and Public Health Specialists.

Community Health Supervisor, 1995-2001

Responsible for the management of the Manchester Health Department Division of Community Health including program and budgetary management, grant writing, outcome analysis, community relations and policy development. Provided management for programs including HIV Prevention/Counseling, STD Clinical Services, Immunization Program, Refugee Health, Lead Poisoning Prevention Program, TB Control, Oral Health Program and Communicable Disease Control. Supervised Community Health Nurses, Dental Hygienists and Public Health Translators.

Community Health Nurse, 1993-1995

Developed and implemented the Nurse Case Management Program for the Childhood Lead Poisoning Prevention Program and performed other community health duties.

Other Experience, 1980-1993

Previous experience included Medical-Surgical nursing at Catholic Medical Center and school nursing (1980-1993).

Educational Background

- Master of Education Degree, Plymouth State College, Plymouth, NH, 1997
- Bachelor of Science Degree in Nursing, St. Anselm College, Manchester, NH, 1983
- Nursing Diploma, Catholic Medical Center School of Nursing, Manchester, NH, 1980
- Registered Nursing License: State of New Hampshire

Professional and Community Affairs

- Manchester Immunization Initiative, 2011-Present
- Catholic Medical Center Homeless Health Care Advisory Board, 2009-present
- HIV Community Advisory Group, 2007-2010
- VNA Professional Advisory Committee, 2006-Present
- Manchester's Crusade against Cancer Task Force, 2005-2007
- Oral Health Workforce Committee, 2002-2004
- Manchester Advocates for Breast and Cervical Cancer Awareness, 2001-2005
- NH Minority Health Coalition Board of Directors, 2000-2002
- Manchester Dental Alliance Advisory Board, 2001-2002
- Greater Manchester Partners Against Lead Poisoning, 1998-2011
- Manchester Immunization Group for Healthy Tots and Youth, 1996-2006
- Producer and Host, *Our Public Health*, 1996-Present
- NH TB Advisory Committee, 1995-Present
- NH Immunization Advisory Committee, 1995-Present
- NH Childhood Lead Screening Advisory Committee, 1995-Present

Publications

- Contributing author, *Believe in a Healthy Community*, Greater Manchester Community Needs Assessment, 2009
- Contributor to *Elevated Blood Lead Levels in Refugee Children---New Hampshire, 2003-2004*, Morbidity and Mortality Weekly Report (MMWR), January 21, 2005

Honors and Awards

- Sigma Theta Tau International Honor Society of Nursing, Epsilon Tau Chapter
- Rivier College Honor Society for Community Leadership
- National Center for Preparedness, Detection and Control of Infectious Diseases Honor Award Certificate, 2007
- New Hampshire Institute for Local Public Health Practice Achievement Award, 2007
- NH Immunization Program Recognition Award, 2005
- NH Breast and Cervical Cancer Screening Program Recognition Award, 2005
- American Cancer Society Sandra C. Labaree Volunteer Values Award, 2005

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Manchester Health Department

Budget Request for: School-Based Oral Health agreement

(Name of RFP)

Budget Period: July 1, 2013 to June 30, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 14,639.00	\$ -	\$ 14,639.00	
2. Employee Benefits	\$ 6,569.00	\$ -	\$ 6,569.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 300.00	\$ -	\$ 300.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 1,000.00	\$ -	\$ 1,000.00	
Office	\$ 100.00	\$ -	\$ 100.00	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 200.00	\$ -	\$ 200.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 22,808.00	\$ -	\$ 22,808.00	

Indirect As A Percent of Direct

0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)

\$22,808

Reconciliation - (this line must be equal to or greater than \$0)

\$

-

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Manchester Health Department

Budget Request for: School-Based Oral Health agreement
(Name of RFP)

Budget Period: July 1, 2014 through June 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 16,018.00	\$ -	\$ 16,018.00	
2. Employee Benefits	\$ 7,470.00	\$ -	\$ 7,470.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 300.00	\$ -	\$ 300.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 1,000.00	\$ -	\$ 1,000.00	
Office	\$ 100.00	\$ -	\$ 100.00	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 200.00	\$ -	\$ 200.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 25,088.00	\$ -	\$ 25,088.00	

Indirect As A Percent of Direct

0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available) \$ 25,088.00
Reconciliation - (this line must be equal to or greater than \$0) \$ -

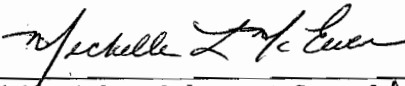
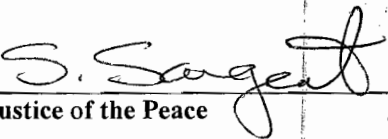
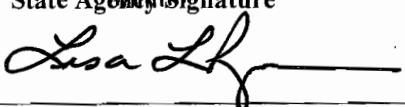
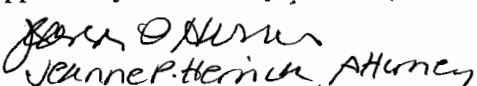
Subject: School-based oral health services for underserved students in the Speare Memorial Hospital service area

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Speare Memorial Hospital		1.4 Contractor Address 16 Hospital Road Plymouth, NH 03264	
1.5 Contractor Phone Number (603) 536-1120	1.6 Account Number 05-95-90-902010-4527-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$45,741
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michelle L. McEwen, President/CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>GRAFTON</u> On <u>3/15/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Schannon Sargent - Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Attorney On: <u>28 May 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: [Signature]
Date: 3/15/13

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

School-Based Oral Health Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Speare Memorial Hospital

ADDRESS: 16 Hospital Road, Plymouth, NH 03264

President/CEO Michelle McEwen

TELEPHONE: (603) 536-1120

The Contractor shall provide school-based oral health services as specified below:

I. General Provisions:

The contractor shall provide oral health assessment, preventive services, and referrals for restorative treatment for low-income, uninsured, and underinsured children within the defined service area who don't have regular access to oral health care.

A. Numbers Served

Oral assessment services are to be provided to a minimum of 2,100 students throughout each year of the contract term.

B. Eligibility and Income Determination

1. Low-income children and families are defined as \leq 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year), in the State of New Hampshire.
2. If parental permission forms indicate that the child may be eligible for enrollment in NH Medicaid, the Contractor shall assist the family to complete the most recent version of the Medicaid enrollment form.

C. The contractor shall use one of the following models:

1. The "clinic model" that provides on-site comprehensive preventive and/or restorative treatment.
2. The "combination clinic referral model" that provides preventive treatment at one site and provides care coordination to link clients with restorative treatment at another site.

D. Oral health services for the targeted population(s) shall include:

1. risk assessment;
2. oral health education;
3. oral screening;
4. early diagnosis of oral diseases;
5. preventive care focused on age appropriate dental sealants and fluoride application;
6. and care coordination that links children to restorative treatment and disease management in a "dental home."

E. Relevant Policies and Guidelines

The school-based oral health program shall:

1. Require no fee for any NH Medicaid client.
2. Assist eligible families with NH Medicaid enrollment directly or through referral.
3. Become a NH Medicaid provider for qualified clients.
4. Provide a sliding fee scale for children from families without NH Medicaid or private dental insurance.
5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care.
6. Direct resources to evidence-based interventions.
7. Explore and secure future funding sources.

F. Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

G. State and Federal Laws

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.

3. The contractor shall comply with standards developed by the Occupational Safety and Health Administration (OSHA).

H. Publications Funded Under Contract

1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).

I. Subcontractors

If services required to comply with this Exhibit are provided by a subcontracted agency or provider, the DPHS Oral Health Program must be notified in writing, receive a copy of the subcontract or Memorandum of Agreement (MOA), and approve the subcontract (MOA) prior to its initiation. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

I. Minimal Scope of Core Services

A. Service Requirements

The school-based oral health program shall consist of the following components:

1. Clinical services shall be provided under the supervision of a dentist licensed to practice in New Hampshire.
2. Visual oral screenings or exams by a NH Licensed Dentist or a NH Registered Dental Hygienist with screening results available to clients or to parents of children screened.
3. Oral health educational presentations by health professionals to individual students at chairside or to groups in a classroom setting as part of a health care curriculum.
4. Topical fluoride application as part of a regular preventive routine or, when appropriate, through a school-based fluoride rinse program in schools wishing to participate.
5. A preventive dental sealant program for students through a school-based or school-linked program that assesses risk of dental disease and tooth eruption.
6. With the exception of orthodontic care, the program shall provide assistance in obtaining restorative care for students without an established dental provider.
7. Oral health data collection to support a knowledge base and dental data surveillance system for use in policy development, assessment, and capacity building at state and local levels.
8. Notice to families without access to dental services that a sliding fee scale is available and that no student will be denied school-based dental services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the Oral Health Program prior to initiating any research related to this contract.

B. Staffing Provisions

The Contractor shall be responsible for compliance with the New Hampshire Dental Practice Act. All dental health professionals shall have the appropriate New Hampshire license. The Contractor shall provide the DPHS Oral Health Program with a resume, a copy of the NH license if appropriate, and job description for any current professional staff in the program and notify the State in writing of any staffing changes, along with a copy of the resume of any new staff hired within one month of date of hire.

Staffing Changes

1. New Hires

The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.

2. Vacancies

The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

C. Coordination of Services

1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.
2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

D. Meetings and Trainings

The Contractor will be responsible to send staff to meetings and trainings required by the Oral Health Program, including but not limited to the Annual Oral Health Forum and Calibration Clinic for School-Based Hygienists.

II. Quality or Performance Improvement (QI/PI)

A. Work Plans

1. Performance Work Plans are required annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The work Plans are a key component of the Oral Health Program performance-based contracting system and of this contract.
2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health Work Plan Progress/Outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.

3. The Contractor shall submit a performance-based work plan with this application for funding and by July 15th of the contract year.
4. The Contractor shall comply with minor modifications and/or additions to the work plan and annual report format as requested by the Oral Health Program. The Oral Health Program will provide the Contractor with advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.

B. Data and Reporting Requirements

In addition to Performance Work Plans, the Contractor shall submit to the Oral Health Program the following data used to monitor program performance:

1. Work Plans and Work Plan Outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
2. A Year End Report Form shall be completed annually to describe the reach of the school-based program beyond the second and third grade population targeted for dental sealants.
3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
4. A copy of the Sliding Fee Scale provided to participating students' families shall be submitted on request to the DPHS Oral Health Program. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.
5. An summary of feedback from teachers, school nurses, administrators and families obtained during the prior contract year and of the method by which the results were obtained shall be submitted on request to the DPHS Oral Health Program to accompany the annual work plan.

C. On-Site Reviews

1. The Contractor shall allow a team or person authorized by the Oral Health Program to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.
3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency Performance Work Plan.

D. Performance Measures

School-Based Oral Health Performance Measures

Second and third grade students represent a group of children whose oral health status can be compared across New Hampshire programs, with children in other states and in the National Oral Health Surveillance System.

- A minimum of 70% of 2nd and 3rd grade students returning consent forms
- A minimum of 400 2nd and 3rd grade students shall receive oral screenings
- Percent of all 2nd and 3rd grade students in the school screened to assess oral health needs
- Percent of all 2nd and 3rd grade students screened with at least one sealant on a permanent molar
- 100% of all 2nd and 3rd grade students screened with untreated decay who are referred for service
- Percent of all 2nd and 3rd grade students screened with a history of decay

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NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

School-Based Oral Health Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Speare Memorial Hospital

ADDRESS: 16 Hospital Road, Plymouth, NH 03264

President/CEO: Michelle McEwen

TELEPHONE: (603) 536-1120

Vendor #177178-B002

Job #90072003

Appropriation #05-95-90-902010-4527-102-500731

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$45,741 for oral health initiatives, funded from 44.7% Federal funds from the Centers for Disease Control (CDC) (CFDA #93.991) and 55.3% from General funds.

TOTAL: \$45,741

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- X (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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18. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

Standard 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 to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 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 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 certification 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**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) 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;
 - (b) Establishing an on going drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) 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);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (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;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 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.

Spears Memorial Hospital **From: July 1, 2013 or date of G&C Approval, whichever is later To: June 30, 2015**
Contractor Name **Period Covered by this Certification**

Michelle L. McEwen, President/CEO
Name and Title of Authorized Contractor Representative

 3/15/13
Contractor Representative Signature **Date**

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: July 1, 2013 or date of G&C Approval, whichever is later, through June 30, 2015

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Contractor Signature

President / CEO

Contractor's Representative Title

Speare Memorial Hospital

Contractor Name

3/15/13

Date

NH Department of Health and Human Services

Standard 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 transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
 - c. 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
 - d. 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.
2. 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

Michelle L. J. Carter

 Contractor Signature

President/CEO

 Contractor's Representative Title

Spere Memorial Hospital

 Contractor Name

3/15/13

 Date

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


Contractor Signature

President / CEO
Contractor's Representative Title

Speare Memorial Hospital
Contractor Name

3/15/13
Date

NH Department of Health and Human Services


STANDARD 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 Signature

President / CEO
Contractor's Representative Title

Spere Memorial Hospital
Contractor Name

3/15/13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

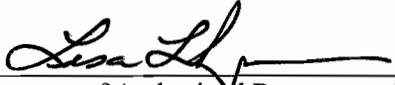
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DIVISION OF PUBLIC HEALTH SERVICES

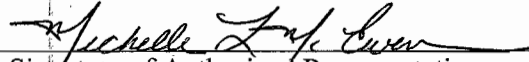
The State Agency Name

Spear Memorial Hospital

Name of Contractor



Signature of Authorized Representative



Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

Name of Authorized Representative

Michelle L. McEwen

Name of Authorized Representative

BUREAU CHIEF

Title of Authorized Representative

President / CEO

Title of Authorized Representative

3-30-2013

Date

3/15/13

Date

NH Department of Health and Human Services

STANDARD 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 Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award 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:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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 Sub-award 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 Representative Signature)

 Michelle L. McEwen, President & CEO
(Authorized Contractor Representative Name & Title)

Spears Memorial Hospital
(Contractor Name)

 3/15/13
(Date)

NH Department of Health and Human Services

STANDARD 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: 013982027

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, sub-grants, and/or cooperative agreements?

NO

YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SPEARE MEMORIAL HOSPITAL is a New Hampshire nonprofit corporation formed July 3, 1899. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of April A.D. 2013

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, **Quentin Blaine** of **Speare Memorial Hospital**, do certify that:

1. I am the duly elected **Secretary** of **Speare Memorial Hospital's Board of Directors**;
2. By Majority Consent via Electronic Vote conducted March 15, 2013, the following are copies of two resolutions duly adopted by the **Board of Directors** of the **Speare Memorial Hospital**;

RESOLVED: That Speare Memorial Hospital may enter into any and all contracts, amendments, renewals, revisions or modifications there to, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the **President/CEO** is hereby authorized on behalf of Speare Memorial Hospital 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 she may deem necessary, desirable or appropriate. **Michelle L. McEwen** is the **President/CEO** of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand as the **Secretary** of the **Speare Memorial Hospital's Board of Directors** this 15th day of March 2013.

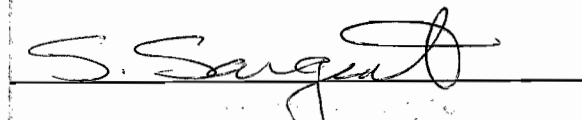


Quentin Blaine, Secretary

STATE OF NH

COUNTY OF **GRAFTON**

The foregoing instrument was acknowledged before me this **15th** day of **March, 2013** by **Quentin Blaine**.



Notary Public/Justice of the Peace

My Commission Expires: **12/20/2015**

Client#: 5850

SPEAREME

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/03/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

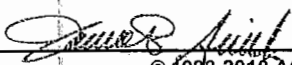
PRODUCER William Gallagher Associates 470 Atlantic Avenue Boston, MA 02210	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: right;">NAIC #</td> </tr> <tr> <td>INSURER A : ProSelect Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ProSelect Insurance Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Speare Memorial Hospital 16 Hospital Road Plymouth, NH 03264															

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			212105FPL5	10/01/2012	10/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			212105FCA5	10/01/2012	10/01/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$												
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input type="checkbox"/> N / <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="0" style="width: 100%;"> <tr> <td style="border: 1px solid black; width: 15px;">WC STATU-TORY LIMITS</td> <td style="border: 1px solid black; width: 15px;">OTH-ER</td> <td style="width: 20px;"></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER		E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$
WC STATU-TORY LIMITS	OTH-ER																		
E.L. EACH ACCIDENT		\$																	
E.L. DISEASE - EA EMPLOYEE		\$																	
E.L. DISEASE - POLICY LIMIT		\$																	
A	Hospital Professional & Physicians Liab.			212105FPL5	10/01/2012	10/01/2013	\$1,000,000 Claims Made \$3,000,000 Aggregate Claims Made Coverage												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER NH DHHS Div. of Public Health Services Attn: Director 29 Hazen Drive Concord, NH 03301	CANCELLATION <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Wieczorek Insurance, Inc. 166 Concord St. Manchester NH 03104		CONTACT NAME: Cheryl Lapointe PHONE (A/C, No, Ext): (603) 668-3311 FAX (A/C, No): (603) 668-8413 E-MAIL ADDRESS: cheryl@wizinsurance.com PRODUCER CUSTOMER ID #: 00012489	
INSURED Speare Memorial Hospital 16 Hospital Road Plymouth NH 03264		INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Charter Insurance Grp INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #

COVERAGES **CERTIFICATE NUMBER:** CL1292003651 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> 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					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	State of NH WCA00527403	10/1/2012	10/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate of Insurance is subject to policy terms, conditions and limitations.

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Health & Human Services 29 Hazen Drive Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE R Wieczorek/RHIAN



TYLER, SIMMS & ST. SAUVEUR, P.C.
Certified Public Accountants & Business Consultants

April 29, 2013

Nancy Martin
New Hampshire of Public Health Services
Oral Health Department
29 Hazen Drive
Concord, New Hampshire 03301

RE: Speare Memorial Hospital fiscal year audit.

Dear Ms. Martin:

Shannon Sargent from Speare Memorial Hospital has asked me to communicate the expected completion date of the June 30, 2013 audit. Based upon our past audits, we perform the audit fieldwork the first two weeks of August and have a preliminary and tentative financial statement for management review by the end of August. The financial statement is then presented to the finance committee and the board of trustees for review and approval. The board typically approves the financial statement before the end of September.

If you have any questions please do not hesitate to contact me.

Regards,

A handwritten signature in black ink, appearing to read "W. Jay Simms", is written over a light blue horizontal line.

W. Jay Simms, CPA



TYLER, SIMMS & ST. SAUVEUR, P.C.
Certified Public Accountants & Business Consultants

Independent Auditors' Report

To the Board of Directors of
Speare Memorial Hospital and Subsidiaries:

We have audited the accompanying consolidated statements of financial position of Speare Memorial Hospital (a New Hampshire not-for-profit corporation) and Subsidiaries as of June 30, 2012 and 2011, and the related consolidated statements of operations and changes in net assets - unrestricted, changes in net assets and retained earnings and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall consolidated financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Speare Memorial Hospital and Subsidiaries as of June 30, 2012 and 2011, and the consolidated results of their operations, changes in their net assets and their cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

The consolidating information in Schedules 1 - 4 is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations and cash flows of the individual companies. Such information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and, in our opinion, is fairly stated in all material respects in relation to the consolidated financial statements taken as a whole.

Tyler, Simms and St. Sauveur, CPAs, P.C.

Lebanon, New Hampshire
September 17, 2012

SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES

Consolidated Statements of Financial Position - Assets

As of June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 12,610,994	\$ 5,317,765
Patient accounts receivable, net	7,260,625	7,123,855
Current portion of pledges receivable	-	2,000
Other receivables	65,819	132,708
Inventories	758,600	777,014
Prepaid expenses	455,294	393,000
Assets whose use is limited	830,371	748,558
Due from related party	-	25,000
Current portion of notes receivable	59,947	65,792
Total current assets	22,041,650	14,585,692
OTHER ASSETS		
Notes receivable, less current portion	124,710	108,429
Investment in joint venture	207,265	195,577
Donor-restricted investments	270,198	271,045
Other investments	335,426	335,426
Goodwill and other intangibles	1,517,205	1,620,494
Deposits and other assets	17,528	80,039
Total other assets	2,472,332	2,611,010
ASSETS WHOSE USE IS LIMITED		
Funds held by trustee under revenue bond agreement	1,609,825	2,826,829
Internally designated	13,678,453	12,959,711
	15,288,278	15,786,540
Less: amounts required to meet current obligations	(830,371)	(748,558)
	14,457,907	15,037,982
PROPERTY AND EQUIPMENT	53,416,174	53,554,262
LESS: ACCUMULATED DEPRECIATION AND AMORTIZATION	20,976,307	20,146,765
	32,439,867	33,407,497
	\$ 71,411,756	\$ 65,642,181

The accompanying notes to financial statements are an integral part of these statements.

SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES
Consolidated Statements of Financial Position – Liabilities and Net Assets
As of June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 2,214,757	\$ 1,417,135
Construction payable	89,881	89,811
Accrued wages	358,666	988,427
Other current liabilities	2,343,416	2,459,349
Estimated third-party payor settlements	4,892,830	1,798,406
Current portion of notes payable	246,374	215,559
Current portion of bonds payable	498,236	448,867
Current portion of capital lease obligations	85,761	84,132
Total current liabilities	<u>10,729,921</u>	<u>7,501,686</u>
BONDS PAYABLE, less current portion shown above	<u>15,599,792</u>	<u>16,095,215</u>
NOTES PAYABLE, less current portion shown above	<u>7,488,768</u>	<u>7,698,590</u>
CAPITAL LEASE OBLIGATIONS, less current portion shown above	<u>151,945</u>	<u>235,479</u>
MINORITY INTEREST	<u>26,346</u>	<u>26,345</u>
Total liabilities	<u>33,996,772</u>	<u>31,557,315</u>
COMMITMENTS AND CONTINGENCIES (See Notes)		
NET ASSETS		
Unrestricted/retained earnings	36,863,345	33,585,414
Temporarily restricted	285,507	233,320
Permanently restricted	266,132	266,132
Total net assets	<u>37,414,984</u>	<u>34,084,866</u>
	<u>\$ 71,411,756</u>	<u>\$ 65,642,181</u>

The accompanying notes to financial statements are an integral part of these statements.

SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES
Consolidated Statements of Operations and Changes in Net Assets - Unrestricted
For the Years Ended June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
UNRESTRICTED REVENUES, GAINS AND OTHER SUPPORT		
Net patient service revenue	\$ 49,572,580	\$ 45,332,203
Other operating revenue	1,198,418	1,104,272
Net assets released from restrictions (see Note 12)	7,821	9,150
Total unrestricted revenues, gains and other support	<u>50,778,819</u>	<u>46,445,625</u>
OPERATING EXPENSES		
Salaries and wages	16,176,739	15,835,245
Physician fees and wages	4,862,012	4,300,868
Contract nursing and technicians	1,678,846	676,494
Employee health and welfare	5,925,437	6,309,569
Supplies and expenses	12,493,404	11,958,433
Medicaid enhancement tax	2,217,823	2,103,863
Depreciation and amortization	3,441,603	3,172,563
Interest expense	1,284,797	1,319,748
Total operating expenses	<u>48,080,661</u>	<u>45,676,783</u>
INCOME FROM OPERATIONS	<u>2,698,158</u>	<u>768,842</u>
NONOPERATING INCOME (EXPENSE)		
Investment income	743,096	365,442
Equity (loss) in earnings of unconsolidated joint venture	(5,058)	4,904
Unrestricted gifts	150,175	184,931
Grant expense, net of write-off of loan (see Note 23)	(328,000)	(310,000)
Bad debt recovery on non-patient receivables	102,281	110,360
Loss on sale of fixed assets	(31,857)	(6,759)
Minority interest in Speare Health Network	(1)	(685)
	<u>630,636</u>	<u>348,193</u>
Change in unrealized gains (losses) on investments (see Note 11)	(100,863)	1,725,987
Nonoperating income (expense), net	<u>529,773</u>	<u>2,074,180</u>
EXCESS OF REVENUES OVER EXPENSES	3,227,931	2,843,022
NET ASSETS RELEASED FROM RESTRICTIONS (see Note 12)	<u>50,000</u>	<u>40,420</u>
CHANGE IN UNRESTRICTED NET ASSETS	<u>\$ 3,277,931</u>	<u>\$ 2,883,442</u>

The accompanying notes to financial statements are an integral part of these statements.

SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES
Consolidated Statements of Changes in Net Assets and Retained Earnings
For the Years Ended June 30, 2012 and 2011

	Unrestricted/ Retained Earnings	Temporarily Restricted	Permanently Restricted	Total
BALANCE AT JUNE 30, 2010	\$ 30,701,972	\$ 279,026	\$ 241,225	\$ 31,222,223
Excess of revenues over expenses	2,843,022	-	-	2,843,022
Restricted contributions	-	7,500	25,000	32,500
Net restricted investment income	-	5	-	5
Net asset reclassification	-	(3,734)	-	(3,734)
Net assets released from restriction for capital expenditures	40,420	(40,420)	-	-
Net assets released from restriction for operations	-	(9,057)	(93)	(9,150)
Change in net assets	<u>2,883,442</u>	<u>(45,706)</u>	<u>24,907</u>	<u>2,862,643</u>
BALANCE AT JUNE 30, 2011	\$ 33,585,414	\$ 233,320	\$ 266,132	\$ 34,084,866
Excess of revenues over expenses	3,227,931	-	-	3,227,931
Restricted contributions	-	110,001	-	110,001
Net restricted investment income	-	7	-	7
Net assets released from restriction for capital expenditures	50,000	(50,000)	-	-
Net assets released from restriction for operations	-	(7,821)	-	(7,821)
Change in net assets	<u>3,277,931</u>	<u>52,187</u>	<u>-</u>	<u>3,330,118</u>
BALANCE AT JUNE 30, 2012	\$ 36,863,345	\$ 285,507	\$ 266,132	\$ 37,414,984

The accompanying notes to financial statements are an integral part of these statements.

SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES

Consolidated Statements of Cash Flows

For the Years Ended June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 3,330,118	\$ 2,862,643
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	3,441,603	3,172,563
Provision for bad debts	5,342,708	4,454,701
Non-cash contributions	-	(67,183)
(Equity) loss in earnings of unconsolidated joint venture	5,058	(4,904)
Contributions restricted for long-term investment	(50,000)	(67,500)
Amortization reflected as interest	103,289	87,707
Net unrealized (gains) losses on investments	100,863	(1,725,987)
Loss on sale of fixed assets	31,857	6,759
Realized gain on sale of investments	(528,429)	(144,114)
Change in minority interest	1	685
(Increase) decrease in the following assets:		
Patient accounts receivable	(5,479,478)	(5,655,116)
Inventories	18,414	(59,850)
Prepaid expenses	(62,294)	28,413
Other receivables	66,889	(23,010)
Increase (decrease) in the following liabilities:		
Accounts payable	797,622	(147,600)
Construction payable	70	(270,534)
Accrued wages	(629,761)	69,691
Other current liabilities	(115,933)	298,578
Estimated third-party payor settlements	3,094,424	996,740
Net cash provided by operating activities	<u>9,467,021</u>	<u>3,812,682</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds on sale of fixed assets	50,000	-
Purchase of property and equipment	(2,503,336)	(2,390,704)
Investment in joint venture	8,254	-
Deposits and other assets	62,511	-
Changes in pledges receivable	2,000	7,402
Acquisition of business	-	(1,255,203)
Net (purchases) proceeds of donor-restricted investments	847	(22,691)
Proceeds on sales of investments whose use is limited	4,691,147	3,623,003
Purchases of investments whose use is limited	(3,765,319)	(2,657,109)
Net advances to joint venture	-	(25,000)
Notes receivable, net proceeds	(10,436)	89,184
Net cash used in investing activities	<u>(1,464,332)</u>	<u>(2,631,118)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on capital lease obligations	(81,905)	(81,498)
Payments on bonds payable	(446,054)	(270,918)
Payments on notes payable	(231,501)	(211,926)
Contributions restricted for long-term investment	50,000	67,500
Net cash used in financing activities	<u>(709,460)</u>	<u>(496,842)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	7,293,229	684,722
CASH AND CASH EQUIVALENTS, beginning of year	<u>5,317,765</u>	<u>4,633,043</u>
CASH AND CASH EQUIVALENTS, end of year	<u>\$ 12,610,994</u>	<u>\$ 5,317,765</u>

The accompanying notes to financial statements are an integral part of these statements.

SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES
Consolidated Statements of Cash Flows (Continued)
For the Years Ended June 30, 2012 and 2011

Supplemental Disclosure of Cash Flow Information

	<u>2012</u>	<u>2011</u>
Cash payments for interest	\$ <u>717,223</u>	\$ <u>929,484</u>

Supplemental Disclosure of Noncash Transactions

During 2012, the Organization acquired certain equipment totaling \$52,494 through the issuance of notes payable.

Supplemental Disclosure of Investing Activities

During 2011, the Organization and its subsidiary, Speare Health Venture, Inc. (SHV), acquired, through the payment of cash, certain assets used in or related to the physical therapy and rehabilitation services practice of a New Hampshire Limited Liability Company located in Plymouth, New Hampshire and its satellite practices located in both Bristol and Plymouth, New Hampshire. SHV simultaneously transferred the satellite practice assets, totaling \$190,673, to Plymouth Regional Rehabilitation Services, LLC (PRRS) in exchange for a 50% interest in the member's equity of the then established joint venture between SHV and an unrelated party. A summary of the initial asset acquisition follows:

Acquisition of business:	<u>SMH Acquisition</u>	<u>SHV Practice Assets</u>	<u>Total Acquisition</u>
Goodwill	\$ 890,003	\$ 127,673	\$ 1,017,676
Other intangibles	<u>148,400</u>	<u>51,000</u>	<u>199,400</u>
Goodwill and other intangibles	1,038,403	178,673	1,217,076
Personal property	<u>26,127</u>	<u>12,000</u>	<u>38,127</u>
	<u>\$ 1,064,530</u>	<u>\$ 190,673</u>	<u>\$ 1,255,203</u>

The accompanying notes to financial statements are an integral part of these statements.



Our Mission

To provide excellent healthcare to our community everyday.

16 Hospital Road
Plymouth, NH 03264
(603) 536-1120
www.spearehospital.com



Board of Directors

Clint Hutchins, *Chair*
William Larsen *Vice Chair*
Stanley (Lee) Freeman, *Treasurer*
Steve Taksar, *Assistant Treasurer*
Quentin Blaine, *Secretary*
Michelle McEwen, *FACHE, President & CEO*
Sam Brickley, 2nd
Dr. Linda Crawford
Jill Duncan
Robert Maloney
Dr. Dana Merrithew
Nancy Pglisi
Alison Ritz
Marilyn Sanderson
Eldwin A. Wixson

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KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Division of Public Health Services

Agency Name: Speare Memorial Hospital

Name of Bureau/Section: Community Health Services/Oral Health

BUDGET PERIOD:	SFY 2014	July 1, 2013 - June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Michelle L. McEwen, CEO/President	\$235,600	0.00%	\$0.00
Richard Werkowski, Chief Financial Officer	\$156,500	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

BUDGET PERIOD:	SFY 2015	July 1, 2014 - June 30, 2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Michelle L. McEwen, CEO/President	\$235,600	0.00%	\$0.00
Richard Werkowski, Chief Financial Officer	\$156,500	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

Michelle L. McEwen, CPA, FACHE

Experience

Speare Memorial Hospital, Plymouth, NH

June 2000 - present

CEO/President

- Responsible for direction and operations of the hospital and hospital owned physician practices. Liaison between Medical Staff, Board of Directors and hospital.
- Represents the organization in the community and responsible for assessing community health needs and building community collaborations

March 1995-May 2000

Associate Administrator/CFO

- Responsible for the financial operations and results of the hospital, and managed the financially related departments, outpatient clinical departments, information technology, quality management, case management, and medical records.
- Worked with physician practices to facilitate efficient operations, implementation of office based technology, and contract negotiations with managed care to achieve improved reimbursement.

December 1992-April 1994

Chief Financial Officer

- Responsible for the financial operations, budget, cost reports and third party reimbursement of the hospital.
- Managed accounting, human resources, medical records, business office, patient registration and information technology departments.

New Hampshire Hospital Association, Concord, NH

May 1986-December 1992

Vice President/Finance

- Responsible for financial operations of organization and subsidiaries, including oversight of accounting department, budget development, capital purchases, financing arrangements and investments, annual audit and tax returns.
- Responsible for day-to-day management of NHHA Workers Compensation Trust, overseeing claims administration, risk management services, investments and working with actuaries for determination of reserves.
- Provided resources to NHHA members, including research, lobbying, financial and statistical trending and analysis, keeping members informed regarding proposed Federal and State legislation regulations, and conducting impact analysis of such matters.

Ernst & Whinney, Portland, ME

February 1981-April 1986

Manager

- Began as staff auditor, working my way up to Supervisor in the auditing division. Involved and/or ran audits in various industries, such as retail, insurance, manufacturing and healthcare.
- Joined healthcare consulting division as supervisor, later promoted to manager. Responsible for client engagements performing various consulting projects such as joint venture development and analysis, Certificate of Need assistance, feasibility and debt capacity studies, reimbursement maximization, operational efficiency studies and preparation of regulatory

filings with Maine Health Care Financing Commission.

Education

New England College, Henniker, NH

- Masters in Management, Healthcare-in progress

Plymouth State University, Plymouth, NH

- Bachelors of Science, Accounting
- Minor in Mathematics

Husson College, Bangor, ME

- Attended Freshman year in Accounting Degree program

Certifications

Certified Public Accountant, State of Maine
Fellow, ACHE

Michelle L. McEwen, CPA, FACHE

305 Maple Grove Lane, Bristol, NH 03222

RICHARD F. WERKOWSKI

BIOGRAPHY

Over forty years of healthcare experience, the recent twenty years as a CFO/Vice President of Finance

Current Experience:

Speare Memorial Hospital, Plymouth, NH; Chief Financial Officer (2010 to present)

-Critical Access Hospital, with physician practices, rehabilitation venture, and real estate

Previous Experience:

Leaders for Today, Plymouth, MA; Interim Chief Financial Officer

-Assigned to Speare Memorial Hospital, Plymouth, NH

Central Connecticut Health Alliance -Community Mental Health Affiliates, New Britain, CT;

Interim Chief Financial Officer

-Behavioral health subsidiary

Johnson Health Network, Stafford Springs, CT; Vice President Finance

-Hospital (Johnson Memorial Hospital), nursing home, visiting nurse association, ambulatory surgery center, occupational health center, multi specialty physician practice, and holding company with real estate

Eastern Connecticut Health Network, Manchester, CT; Vice President Finance

-Two hospitals (Manchester Memorial Hospital and Rockville General Hospital), nursing home, occupational health center, fitness center venture, and holding company with real estate

Burbank Hospital, Fitchburg, MA; Director Finance

Lawrence Memorial Hospital, Medford, MA, Accounting Manager

Worcester Memorial Hospital, Worcester, MA; Accountant

Memberships:

Healthcare Financial Management, Fellow; past president and board member of local chapter

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Speare Memorial Hospital

Budget Request for: School-Based Oral Health Services

(Name of RFP)

Budget Period: July 1, 2013 through June 30, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 24,074.00	\$ -	\$ 24,074.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 24,074.00	\$ -	\$ 24,074.00	

Indirect As A Percent of Direct

0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)
Reconciliation - (this line must be equal to or greater than \$0)

\$ 24,074.00
\$ -

Budget Form

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Speare Memorial Hospital

Budget Request for: School-Based Oral Health Services
(Name of RFP)

Budget Period: July 1, 2014 through June 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 21,667.00	\$ -	\$ 21,667.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 21,667.00	\$ -	\$ 21,667.00	

Indirect As A Percent of Direct

0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	\$ 21,667.00
Reconciliation - (this line must be equal to or greater than \$0)	\$ -