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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4517 1-800-852-3345 Ext. 4517
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NH DIVISION OF
Public Health Services
Improving health, preventing disease, reducing costs for all

Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

May 20, 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, Maternal and Child Health Section, to enter into agreements with vendors for an amount not to exceed $2,196,074.00 to provide family planning services from July 1, 2013 through June 30, 2015, effective July 1, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015.

68.56% Federal
31.44% General

Summary of contracted amounts by vendor:

Vendor	SFY 2014/2015 Amount
Ammonoosuc Community Health Services, Inc.	$200,914.85
Community Action Program Belknap-Merrimack Counties, Inc.	$431,864.00
Child Health Services	$107,171.73
Concord Hospital, Inc.	$253,155.74
Coos County Family Health Services, Inc.	$133,331.29
Goodwin Community Health	$262,334.04
Indian Stream Health Center, Inc.	$86,133.35
Lamprey Health Care, Inc.	$395,136.48
Weeks Medical Center, Inc.	$115,329.58
White Mountain Community Health Center	$210,702.94
TOTAL	$2,196,074.00

Funds are anticipated to be available in the following account in State Fiscal Year 2014-2015 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.

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, FAMILY PLANNING PROGRAM

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, and TEMPORARY ASSISTANCE TO NEEDY FAMILIES

Please see attachment for financial details

EXPLANATION

The requested action seeks approval of ten agreements to provide a continuum of affordable, comprehensive and accessible reproductive healthcare services to low-income women, men, and adolescents in the state of New Hampshire, less the geographic areas of Cheshire and Rockingham Counties, and the towns of Lebanon and Claremont.

Family Planning services include: health examinations; screenings for cancer and sexually transmitted diseases (STD) including testing for Chlamydia and Human Immunodeficiency Virus (HIV); reproductive health education including healthy relationships and abstinence education; awareness of and access to, safe and effective contraception at low or no cost; and health counseling that promotes healthy, planned pregnancies.

The 2011 Guttmacher Institute publication: "State Facts About Title X and Family Planning: New Hampshire", reports that in 2008 there were 65,400 women in New Hampshire in need of family planning/reproductive healthcare services. It was estimated that 53% of these women needed public support for family planning services as they had no insurance and their incomes were equal or less than 250% of the Federal Poverty Guidelines. [1]

Data from the performance measures from Family Planning Programs in State Fiscal Year 2012 illustrate the success of the program.

- 7,495 people below 250% of the federal poverty limits were served by Family Planning Programs offering them reproductive health care and contraceptives, at no or low cost according to their income.
- 26% of clients served by the family planning program were under 20 years of age.
- 54% of family planning clients under the age of 25 were screened for Chlamydia infections. The national average is 55%.
- 97% of women with a positive Chlamydia test were treated within 14-30 days.

Should Governor and Executive Council not authorize this request, there would be a significant decrease in the availability of quality reproductive health services for adolescents, minorities and low-income women and men in New Hampshire. In SFY 2012, 7,495 people, who lived below 250% of the federal poverty level, utilized

[1] http://www.guttmacher.org/statecenter/title-X/NH.html

these services. This represents 81% of the clients seen at Family Planning clinics. New Hampshire could face increased long-term costs associated with health care and social services due to unintended pregnancies without the investment of both federal and general funds.

This contract is awarded as the result of a competitive bid process. The Division posted a Request for Proposals on the Department of Health and Human Services' web site from January 9, 2013 through February 26, 2013.

Ten agencies responded to the request for proposals. An evaluation committee of nine reviewers, internal and external to the Division of Public Health Services, evaluated the proposals. All reviewers have experience in managing agreements with vendors with various public health programs or non-profit programs that serve women, adolescents, or families. Areas of specific expertise include public health infrastructure, family planning, and maternal and child health services. Reviewers evaluated proposals consistent with the evaluation criteria specified in the Request for Proposals. All proposals were determined to be of sufficient quality to receive funding. The Request for Proposal scoring summary is attached. 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 performance measures will be used to measure the effectiveness of the agreements.

- The percent of clients under 100% FPL in the family planning caseload.
- The percent of clients under 250% FPL in the family planning caseload.
- The percent of clients under 20 years of age in the family planning caseload.
- The percent of clients served in the family planning program that was Medicaid recipients at the time of their last visit.
- The percent of clients who are males in the family planning caseload.
- The proportion of women <25 screened for Chlamydia and tested positive.
- The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.
- The percent of family planning clients of reproductive age who receives preconception counseling.
- The percent of female family planning clients under age 25 screened for Chlamydia infection.
- The percent of women with a positive CT test that are treated within 14-30 days of the specimen collection.
- The percent of all patients diagnosed with Chlamydia who were re-screened 3-4 months after completion of treatment.
- The percentage of family planning clients who received STD/HIV reduction education.
- Community education, outreach and partnership plan: this measure calls for face-to-face meetings with agencies or individuals intended to increase linkages between the family planning program and key partners in the community.

Area served: The State of New Hampshire, less the geographic areas of Cheshire and Rockingham Counties, and the towns of Lebanon and Claremont.

Source of Funds: 68.56% Federal Funds from Title X Family Planning and the US Department of Health and Human Services, Administration for Children and Families, and 31.44% General Funds.

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

Respectfully submitted,

for

José Thier Montero, MD
Director

Terry Smith
Director
Division of Family Assistance

Approved by:

Nicholas A. Toumpas
Commissioner

JTM/JF/PMT/jf

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, FAMILY PLANNING PROGRAM

SFY 2014 - 60% Federal Funds and 40% General Funds
SFY 2015 - 63% Federal Funds and 37% General Funds

CFDA # 93.217
FUNDER Title X Family Planning

Ammonoosuc Community Health Services, Inc. (Vendor #177755-B003)

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
102-500734	Contracts for Program Svcs	90080203	$67,840.56	$86,968.29	$154,808.85

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203-B003)

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
102-500734	Contracts for Program Svcs	90080203	$170,618.00	$170,618.00	$341,236.00

Child Health Services (Vendor #177266-B002)

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
102-500734	Contracts for Program Svcs	90080203	$44,651.87	$52,639.86	$97,291.73

Concord Hospital, Inc. (Vendor #177653-B011)

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
102-500734	Contracts for Program Svcs	90080203	$90,574.74	$96,517.00	$187,091.74

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

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
102-500734	Contracts for Program Svcs	90080203	$53,232.43	$55,376.86	$108,609.29

Goodwin Community Health (Vendor #154703-B001)

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
102-500734	Contracts for Program Svcs	90080203	$110,966.28	$115,689.76	$226,656.04

Indian Stream Health Center, Inc. (Vendor #165274-B001)

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
102-500734	Contracts for Program Svcs	90080203	$25,155.18	$40,918.17	$66,073.35

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

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
102-500734	Contracts for Program Svcs	90080203	$167,684.74	$168,013.74	$335,698.48

Weeks Medical Center, Inc. (Vendor #177171-R001)

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
102-500734	Contracts for Program Svcs	90080203	$44,387.33	$46,088.25	$90,475.58

White Mountain Community Health Center (Vendor #174170-R001)

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
102-500734	Contracts for Program Svcs	90080203	$89,767.87	$98,365.07	$188,132.94
		Sub Total	**$864,879.00**	**$931,195.00**	**$1,796,074.00**

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF FAMILY ASSISTANCE, TEMPORARY ASSISTANCE TO NEEDY FAMILIES

SFY 2014 - 100% Federal Funds

SFY 2015 - 100% Federal Funds

CFDA # 93.558

FUNDER US DHHS, Administration for Children & Families

Ammonoosuc Community Health Services, Inc. (Vendor #177755-B003)

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
502-500891	Payments to Providers	45130203	$23,053.00	$23,053.00	$46,106.00

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203-B003)

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
502-500891	Payments to Providers	45130203	$45,314.00	$45,314.00	$90,628.00

Child Health Services (Vendor #177266-B002)

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
502-500891	Payments to Providers	45130203	$4,940.00	$4,940.00	$9,880.00

Concord Hospital, Inc. (Vendor #177653-B011)

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
502-500891	Payments to Providers	45130203	$33,032.00	$33,032.00	$66,064.00

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

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
502-500891	Payments to Providers	45130203	$12,361.00	$12,361.00	$24,722.00

Goodwin Community Health (Vendor #154703-B001)

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
502-500891	Payments to Providers	45130203	$17,839.00	$17,839.00	$35,678.00

Indian Stream Health Center, Inc. (Vendor #165274-B001)

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
502-500891	Payments to Providers	45130203	$10,030.00	$10,030.00	$20,060.00

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

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
502-500891	Payments to Providers	45130203	$29,719.00	$29,719.00	$59,438.00

Weeks Medical Center, Inc. (Vendor #177171-R001)

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
502-500891	Payments to Providers	45130203	$12,427.00	$12,427.00	$24,854.00

White Mountain Community Health Center (Vendor #174170-R001)

Class/Object	Class Title	Activity Code	SFY 2014	SFY 2015	Total
502-500891	Payments to Providers	45130203	$11,285.00	$11,285.00	$22,570.00
		Sub Total	**$200,000.00**	**$200,000.00**	**$400,000.00**
		TOTAL	**$1,064,879.00**	**$1,131,195.00**	**$2,196,074.00**

Program Name Family Planning
Contract Purpose Family Planning Services
RFP Score Summary

RFA/RFP CRITERIA	Max Pts	Ammon.CHC Littleton, NH	BM CAP Concord, NH	Child Health Services Manchester, NH	Concord Hospital Concord, NH	Coos County CHC Berlin, NH	Goodwin CH Dover, NH	Indian Stream Colebrook, NH	Lamprey CHC Nashua, NH	Weeks Medical Center, Lancaster, NH	White Mt CHC Conway, NH
Agy Capacity	30	27.00	27.67	25.33	29.00	28.33	28.67	25.00	28.67	27.00	23.00
Program Structure	50	37.67	43.00	42.33	42.00	46.00	43.33	45.67	47.33	41.00	40.00
Budget & Justification	15	12.00	13.00	14.00	15.00	13.33	11.67	14.00	14.00	13.67	13.33
Format	5	3.67	4.00	3.67	4.33	5.00	4.33	4.67	4.00	4.00	4.67
Total	100	80.33	87.67	85.33	90.33	92.67	88.00	89.33	94.00	85.67	81.00

BUDGET REQUEST											
Year 01		148,473.00	215,935.00	70,036.00	129,550.00	68,511.00	135,617.00	78,204.00	198,212.00	60,826.00	92,799.83
Year 02		148,473.00	215,935.00	70,036.00	129,550.00	68,511.00	135,617.00	78,204.00	198,212.00	60,826.00	92,799.83
Year 03											
TOTAL BUDGET REQUEST		296,946.00	431,870.00	140,072.00	259,100.00	137,022.00	271,234.00	156,408.00	396,424.00	121,652.00	185,599.66
BUDGET AWARDED											
Year 01		90,893.00	215,932.00	49,591.87	123,606.74	65,593.43	128,805.28	35,185.18	197,403.74	56,814.33	101,052.87
Year 02		110,021.29	215,932.00	57,579.86	129,549.00	67,737.86	133,528.76	50,948.17	197,732.74	58,515.25	109,650.07
Year 03											
TOTAL BUDGET AWARDED		200,914.29	431,864.00	107,171.73	253,155.74	133,331.29	262,334.04	86,133.35	395,136.48	115,329.58	210,702.94

RFP Reviewers

	Name	Job Title	Dept/Agency	Qualifications
1	Deidre Dunn	Home Visiting Program Manager	DHHS/DPHS	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. Each reviewer was selected for the specific skill set they possess and their experience with family planning and community health centers. The purpose of the review team is to compliment and build upon each of these perspectives for a well-balanced, objective review of the family planning proposals.
2	Teresa Brown	Health Promotion Advisor	DHHS/DPHS	
3	Donna Mombourquette	STD Coordinator	DHHS/DPHS	
4	Donna Fleming	Administrator	DHHS/DPHS	
5	Evelyn Kieltyla	Administrator	FP Council of Maine	
6	Rhonda Seigal	Injury Prevention Program Manager	DHHS/DPHS	
7	Beverly McGuire	Retired	N/A	
8	Heidi Petzold	Home Visiting Coordinator	DHHS/DPHS	
9	Neil Twitchell	Administrator	DHHS/DPHS	

FORM NUMBER P-37 (version 1/09)

Subject: Family Planning

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 Ammonoosuc Community Health Services, Inc.		**1.4 Contractor Address** 25 Mt. Eustis Road Littleton, NH 03561	
1.5 Contractor Phone Number 603-444-2464	**1.6 Account Number** 05-95-90-902010-5530-102-500734 05-95-45-450010-6146-502-500891	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $200,914.85
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** Edward D. Shanshala, II, CEO	

1.13 Acknowledgement: State of NH, County of Grafton

On 5/15/13 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]

CAROL A. HEMENWAY, Notary Public
My Commission Expires November 17, 2015

1.13.2 Name and Title of Notary ~~or Justice of the Peace~~

Carol Hemenway

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: 27 May 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.

8. EVENT OF DEFAULT/REMEDIES.

~~CBS~~ H
05/15/2013

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

Contractor Initials: CBSII
Date: 05/13/2013

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.

Contractor Initials: _____
Date: 05-15-2013

NH Department of Health and Human Services

Exhibit A

Scope of Services

Family Planning Services

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

CONTRACTOR NAME: Ammonoosuc Community Health Services, Inc.

ADDRESS: 25 Mt. Eustis Road
Littleton, NH 03561
Executive Director: Edward Shanshala
TELEPHONE: 603-444-2468 ext. 128

The Contractor shall:

I. General Provisions

A) Eligibility and Income Determination

Family Planning (FP) services will be provided to individuals of childbearing ages in New Hampshire (NH) who request such services. Preference will be given to clients who live within the Contractor's service area. Special emphasis will be placed on serving adolescents and individuals in low-income families (defined as ≤ **250%** of the U.S. Department of Health & Human Services "Poverty Guidelines").

1. The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

2. The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.

3. Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.

4. Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.

5. The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

Contractor Initials: EDS

Date: 05/15/2013

B) Numbers Served

The FP Program will provide comprehensive reproductive health care to include age-appropriate clients, anticipatory guidance, education, assessment, counseling on preconception health care (reproductive life plan) and referrals for nutrition services, substance abuse, domestic violence, sexual assault and other health related issues.

C) 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. Provide clients of limited English proficiency (LEP) with interpreter 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 clients 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. 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, language line).

D) 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 301 as most currently amended (1/05).

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 Offences.

3. Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

E) Relevant Policies and Guidelines

Contractors operate, at minimum, in accordance with the following:

Contractor Initials: CDSA
Date: 05/15/2013

1. The (Federal) Office of Population Affairs, Office of Family Planning, *Program Guidelines for Project Grants for Family Planning Services*, dated January 2001, and subsequent amendments, program instructions and clarifications.

2. National program priorities established by the Office of Population Affairs.

3. The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.

4. The Contractor must submit to MCHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.

5. The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

F) Publications Funded Under Contract (Standard Language)

1. The DPHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DPHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.

2. All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.

3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

G) Subcontractors

1. If any service required by this exhibit is provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract.

2. In addition, the original DPHS Contractor will remain liable for all requirements included in this exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A. Service Requirements

1. Clinical Services

In addition to following the federal and state guidelines outlined above, clinical services will be guided by the protocol and practice guidelines established by the Contractor and will be supervised by a medical director qualified to oversee obstetric and gynecological care.

Contractor Initials: CDS-TT

Date: 05/15/2013

2. **HIV Counseling and Testing**

HIV counseling and testing provided by family planning Contractors must conform to CDC's *Fundamentals of HIV Prevention Counseling* and staff providing this counseling must be trained in this counseling model.

3. **Health Education Materials**

Health education materials are to be reviewed according to Federal Program Guidelines for Project Grants for Family Planning Services (reference section 6.8) and the NH State Family Planning Program's Information and Education Policy on the review, approval, and distribution of family planning materials. Delegate agencies may be asked to work with the State in identifying consumer volunteers to review educational materials in order to provide consumer input. Any and all materials an agency develops for marketing or patient education must be submitted, in its final draft form, for approval before printing or duplicating it in quantity.

4. **Sterilization Services**

Those Contractors providing sterilization services will adhere to all federal sterilization requirements as outlined in the Federal Program Guideline's Attachment C, *Sterilization of Persons in Federally Assisted Family Planning Projects* and subsequent revisions or amendments related to this federal requirement.

5. **Transitional Assistance for Needy Families (TANF) and Title X FP Collaborative**

The TANF and Title X Collaborative will conduct statewide activities to support knowledge of and access to FP services by populations in need, with a particular emphasis on Medicaid-eligible women and adolescents at risk for pregnancy. The Contractor shall produce a plan that documents a promotional & partnership building strategy and marketing/outreach campaign that includes identification of the target population, details, activities and projects for reaching the target population and specifies evaluation measures. The NH FP & Contractors will review the plan on an on-going basis to monitor progress towards outcomes and overall project goals.

6. **Research**

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform the Division of Public Health Services, Maternal and Child Health Section prior to initiating any research related to this contract.

7. **School-based Education Programs**

Contractors must enter into a written agreement with any school where the Contractor will implement sexuality education programs for students under the age of 18. The agreement must be signed by the school principal/or designee and must include a statement that information was provided to parents which offered the opportunity for the parents to opt their child out of any program to which the parent objects.

B) Staffing Provisions

1. **Staff Training and Qualifications**

Documentation will be available to show that all staff members employed in the Family Planning program has adequate training to fulfill their activities. Staff performing clinical functions will have NH licensing that is required for their responsibilities. Each agency will employ appropriate credentialing procedures to assure that clinical staffs have appropriate education and experience for their responsibilities.

Contractor Initials: CDSH

Date: 05/15/2013

2. **Medical Director Participation**

Each agency will have the services of a medical director who has special training and/or experience in family planning services. For each Contractor, the medical director and the clinical staff shall participate in the development and approval of specific guidelines for medical care that meet or exceed these minimal standards. In addition, the medical director shall participate in QI activities and be available to other staff for consultation.

3. **Community Education & Partnership Development**

The Contractor will designate one staff member or committee responsible for the coordination and development of a community education and outreach plan, to include partnership development so as to increase utilization of family planning services. A community education & outreach report will be required, as well as any supporting documentation that supports the development of partnerships with key community stakeholders.

4. **Staffing Changes**

New Hires

The Contractor shall notify the Maternal and Child Health Section (MCHS) 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 shall accompany this notification.

Vacancies

The Contractor must notify MCHS in writing of key positions (agency executive director, agency fiscal director, medical director, site manager, community educator, teen clinic coordinator, TANF coordinator) vacant for more than three months. This may be done through a budget revision. In addition, MCHS must be notified in writing if at any time any site funded under this agreement does not have adequate clinical and administrative staffing to perform all required services for more than one month.

C) Coordination of Services

1. The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.

2. As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.

3. As part of the Family Planning Workplan process, each Contractor will make plan explicitly identifying community services providers who will be contacted for face-to-face meetings intended to build partnerships, increase coordination and referrals with other providers.

D) Meetings and Trainings

The Contractor will be responsible to send staff to meetings and training required by the family planning program, including but not limited to: medical director's meetings, family planning director's meetings, community educator/clinic coordinators meetings, data training and review meetings and family planning orientation.

Contractor Initials: GDS

Date: 05/15/2013

III. Quality or Performance Improvement (QI/PI)

A) Workplans

1. Performance Workplans must be submitted and are used to monitor achievement of standard measures of performance of the services provided under this contract. Said workplan is incorporated herein by reference.

2. Performance Workplans and Workplan Outcome Reports will be completed according to the schedule and instructions provided by MCHS. The workplans are a key component of the DPHS and MCHS performance based contracting system and of this contract.

3. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS in to the agency's QI/PI plan. Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets. If the Contractor's performance is above the defined target, no additional information will need to be provided. It will be the understanding that activity and evaluation efforts were effective in reaching the desired outcome. If the Contractor's performance is below the defined target, an explanation must be provided of why and what action steps (corrective action plan) will be taken to improve performance.

4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the Contractor with reasonable notice of such changes.

B) Data and reporting requirements

In addition to Performance Workplans and Outcome Reports, the Contractor shall submit to MCHS the following data used to monitor program performance:

1. 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.

2. The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

3. Completed UDS tables reflecting program performance in the previous calendar as requested by DPHS.

4. A copy of the Contractor's updated Sliding Fee Scale including the amounts(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.

5. An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.

6. Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.

7. By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report.

Contractor Initials: CDSH

Date: 05/13/2013

8. As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.

9. Comply with all Family Planning Program and STD/HIV Prevention Bureau requirements for reporting chlamydia testing.

C)On-site reviews

1. The Contractor shall allow a team or person authorized by the MCHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical services management, financial management and design and delivery of educational services to assure systems are adequate to provide the contracted services.

2. Reviews shall include client record reviews to measure compliance with this exhibit.

3. 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.

4. On-site reviews may be waived or abbreviated at the discretion of MCHS, upon submission of satisfactory reports of reviews such as Health Services Resources Administration (HRSA): Office of Performance Review (OPR), or reviews from nationally accreditation organizations such as the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), the Community Health Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Healthcare (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.

Contractor Initials: ~~CDS~~ H

Date: 05/15/2013

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Family Planning Services

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

CONTRACTOR NAME: **Ammonoosuc Community Health Services, Inc.**

ADDRESS: **25 Mt. Eustis Road**
Littleton, NH 03561
Executive Director: **Edward Shanshala**
TELEPHONE: **603-444-2468 ext. 128**

Vendor #177755-B003 Job #90080203 Appropriation #05-95-90-902010-5530-102-500734
#45130203 #05-95-45-450010-6146-502-500891

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:

   $67,840.56 for Family Planning Services, funded from 60% ($40,704.34) federal funds from Title X Family Planning (CFDA #93.217), and 40% ($27,136.22) general funds in SFY 14.

   $86,968.29 for Family Planning Services, funded from 63% ($54,790.02) federal funds from Title X Family Planning (CFDA #93.217), and 37% ($32,178.27) general funds in SFY 15.

   $46,106 for Family Planning Services - TANF, funded from 100% US Department of Health and Human Services, Administration for Children and Families funds (CFDA #93.558) in SFY 14 and 15.

TOTAL: $200,914.85

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 up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.

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.

Contractor Initials: EDS
Date: 05/15/2013

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: [illegible]

Date: 05/15/2013

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;

Contractor Initials: EDS

Date: 05/15/2013

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.

Contractor Initials: EDS-II
Date: 05/15/2013

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.

Contractor Initials: CDSH

Date: 05/15/2013

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.

Contractor Initials: GDS

Date: 05/15/2013

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: EDSH
Date: 05/15/2013

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.

Contractor Initials: CDSR

Date: 05/15/2013

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

Contractor Initials: EDS II
Date: 05/15/2013

(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.

Ammonoosuc Community 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**

Edward D Shanshala II CEO

Name and Title of Authorized Contractor Representative

05/15/2013

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.

CEO

Contractor Signature **Contractor's Representative Title**

Ammonoosuc Community Health Services, Inc. 05-15-2013

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).

Contractor Initials: [signature]

Date: 05/15/2013

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**
Ammonoosuc Community Health Services, Inc.	05-15-2013
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**
Ammonoosuc Community Health Services, Inc.	05/15/2013
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.

Contractor Signature	CEO Contractor's Representative Title
Ammonoosuc Community Health Services, Inc. Contractor Name	05-15-2013 Date

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY 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 Tile 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, TitleXIII, 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.

Contractor Initials: [signature]

Date: 05-15-2013

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.

Contractor Initials: [signature]

Date: 05-15-2013

(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.

Contractor Initials: _____

Date: 05-15-2013

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.

Contractor Initials: [signature]

Date: 05-15-2013

(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.

Contractor Initials: [illegible]

Date: 05-15-2013

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

DIVISION OF PUBLIC HEALTH SERVICES	**Ammonoosuc Community Health Services, Inc.**
The State Agency Name	Name of Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA L. BUJNO, MSN, APRN	Edward D Shanahan II
Name of Authorized Representative	Name of Authorized Representative
BUREAU CHIEF	CEO
Title of Authorized Representative	Title of Authorized Representative
5-30-2013	05-15-2013
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)

Edward D. Shanshala, II CEO
(Authorized Contractor Representative Name & Title)

Ammonoosuc Community Health Services, Inc.
(Contractor Name)

05/15-2013
(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: [redacted]34790223

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?

[redacted] NO [redacted] 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?

[redacted] NO [redacted] 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: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Contractor Initials: [redacted]

Date: 05-15-208

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 Ammonoosuc Community Health Services, Inc. is a New Hampshire nonprofit corporation formed March 24, 1975. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of April A.D. 2013

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Charles Thibodeau, of Ammonoosuc Community Health Services, Inc., do hereby certify that:

1. I am the duly elected President of the Ammonoosuc Community Health Services, Inc;
2. Edward D Shanshala II is the Chief Executive Officer / Executive Director
3. The following are true copies of a resolution duly adopted at a meeting of the Board of Directors of the Ammonoosuc Community Health Services, Inc., duly held on January 18, 2012;

RESOLVED: *Be it resolved that Ammonoosuc Community Health Services, Inc., enters into contracts with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services.*

RESOLVED: *Be it resolved that the Chief Executive Officer / Executive Director and/or Board President is hereby authorized on behalf of this corporation to enter into said contracts with the State and to execute and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.*

4. The foregoing resolutions have not been amended or revoked and remain in full force and Edward D. Shanshala, II is the Chief Executive Officer and Charles Thibodeau is Board President effective as of May 15, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the corporation this 15th day of May, 2013.

Charles Thibodeau, ACHS Board of Directors President

STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 15th day of May, 2013 by Charles Thibodeau.

Notary Public/~~Justice of the Peace~~

My Commission Expires:

CAROL A. HEMENWAY, Notary Public
My Commission Expires November 17, 2015

Ammonoosuc Community Health Services, Inc.
Corporate Resolution

Date: January 18, 2012

RESOLVED:
Be it resolved that Ammonoosuc Community Health Services, Inc., enters into contracts with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services.

Be it resolved that the Chief Executive Officer / Executive Director and/or Board President is hereby authorized on behalf of this corporation to enter into said contracts with the State and to execute and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

I, Karen Crowe, Secretary of the board of directors of Ammonoosuc Community Health Services, Inc., certify that the above resolution is an exact representation of the resolution voted on and approved at the regular meeting of the board of directors on January 18, 2012

Secretary Karen Crowe
Karen Crowe

Board of Directors Vote:
Yes 10 No 0

Date: 1/18/2012

Y:\ACHS BOARD OF DIRECTORS\Board Resolutions\2012-0110StateContracts.docx

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/24/2013

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	CONTACT NAME: Janice Bagley
E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	PHONE (A/C, No, Ext): (603)293-2791 FAX (A/C, No): (603)293-7188 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hanover Insurance Company	22292
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Ammonoosuc Community Health Services
25 Mount Eustis Road
Littleton NH 03561

COVERAGES **CERTIFICATE NUMBER:** 12-13 **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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			OBV-9707763-00	10/4/2012	10/4/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			OBV-9707763-00	10/4/2012	10/4/2013	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

CERTIFICATE HOLDER

NH Dept of Health & Human Services
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

F Kenneally/FAIRLE

AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

May 31, 2013

Elizabeth Biron, Program Specialist III
Contracts and Procurement Unit
State of NH, DHHS
129 Pleasant Street,
Concord, NH 03301
Phone: 603.271.9559
Email: elizabeth.l.biron@dhhs.state.nh.us

Dear Elizabeth Biron,

I am writing in response to the NH Attorney General's Office review of the ACHS Family Planning Contract and need for attestation and commitment to provide the following certificates of insurance thus enabling said contract to move forward to Governor and Council.

- Certificate of Insurance for Medical Professional expires 7/1/13
- Worker's Comp coverage expires 7/10/13.

We are unable to provide a new certificate at this time as they have not been issued.

In the interim and in lieu of these certificates, I am providing you with this formal letter from ACHS to assure you that our current Medical Professional insurance coverage expiring 7/1/13 and Workers Compensation liability expiring 7/10/13, applications and financial retainer have been submitted in a timely manner and we are fully anticipating continued coverage without interruption. Certificates will be forthcoming.

Thus upon receipt of said insurance certificates, ACHS intends to fulfill its duty under the contract to provide the required insurance coverage's, and will provide the State with a certificate of insurance proving coverage as soon as received.

If you have further questions, please feel free to contact me at any of the following numbers.

Edward D Shanshala II, MSHSA, MSEd
Chief Executive Officer
HRSA Pharmacy Collaborative PSPC National Expert
Ammonoosuc Community Health Services, Inc.
25 Mount Eustis Road
Littleton, New Hampshire 03561

Telephone
Business 603-444-8223
Mobile 603-991-7756
Residence 603-869-5817
Fax 603-444-3441

E.mail Ed.Shanshala@ACHS-Inc.Org

Client#: 682 AMMONCOM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/31/2013

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	CONTACT NAME: Mary Mayer	
Hackett Valine & MacDonald 140 Kennedy Drive P. O. Box 2127 So Burlington, VT 05407-2127	PHONE (A/C, No, Ext): 802 658-1100	FAX (A/C, No): 8026589419
	E-MAIL ADDRESS: mmayer@hvm.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : OneBeacon America Insurance Com	
INSURED Ammonoosuc Community Health Services, Attn: Edward Shanshala 25 Mount Eustis Road Littleton, NH 03561	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Medical Pro			MFL120112	07/01/2012	07/01/2013	$1,000,000 Per Claim $3,000,000 Aggregate	

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

Medical Professional Liability coverage is provided on a claims made basis for the following individuals while working on behalf of or at the direction of Ammonoosuc Community Health Center, Inc. Coverage excludes claims covered by the Federal Tort Claims Act. Retroactive Date - 7/01/1988.

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
NH Dept. 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 Mary Mayer

Client#: 49623 AMMON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/24/2013

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.

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PRODUCER	CONTACT NAME:	
Davis & Towle Group Proctor Square P.O. Box 2300 Henniker, NH 03242	PHONE (A/C, No, Ext): 225-6611	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FirstComp Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ammonoosuc Community Health Services,In
25 Mount Eustis Rd
Littleton, NH 03561

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC013715801	07/10/2012	07/10/2013	☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

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

** Workers Comp Information **

Included states ~ NH

CERTIFICATE HOLDER

NH Dept. of Health & Human Services
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

ELS

JAG PC
JAMES A. GEORGE, P.C.
Certified Public Accountants & Business Consultants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Ammonoosuc Community Health Services, Inc.:

We have audited the accompanying statements of financial position of Ammonoosuc Community Health Services, Inc., (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 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 audits 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 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 Ammonoosuc Community Health Services, Inc. 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.

In accordance with *Government Auditing Standards*, we have also issued our report dated November 15, 2012 on our consideration of Ammonoosuc Community Health Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, 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.

Our audit was performed for the purpose of forming an opinion on the basic financial statements of Ammonoosuc Community Health Services, Inc. taken as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the 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 basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

James A. George, P.C.

JAMES A. GEORGE, P.C.
Boston, Massachusetts
November 15, 2012

Ammonoosuc Community Health Services, Inc.
Statements of Financial Position
June 30, 2012 and 2011

Assets

	2012	2011
Current Assets		
Cash and Cash Equivalents	$ 120,217	$ 31,605
Accounts Receivable:		
Services (Net of Allowance for Bad Debt of $94,451 and $90,872 in 2012 and 2011, Respectively)	499,936	456,622
Grants and Contracts	30,608	248,352
Other	97,176	55,670
Inventory- Pharmacy	44,948	-
Prepaid Expenses and Other Current Assets	60,025	52,479
Total Current Assets	852,910	844,728
Property and Equipment		
Land, Buildings, and Improvements	4,451,093	4,373,656
Equipment and Fixtures	887,349	859,644
Vehicles	19,100	19,100
Accumulated Depreciation	(1,240,675)	(1,056,811)
Net Property and Equipment	4,116,867	4,195,589
Other Assets		
Restricted Cash	14,760	56,160
Beneficial Interest in Perpetual Trust	76,658	79,056
Total Other Assets	91,418	135,216
Total Assets	$ 5,061,195	$ 5,175,533

Liabilities and Net Assets

Current Liabilities		
Accounts Payable	$ 140,821	$ 543,986
Accrued Expenses	13,026	14,201
Accrued Salaries and Related Liabilities	380,240	386,959
Demand Note Payable	125,000	175,000
Deferred Revenue	11,231	-
Current Portion of Long-Term Debt	33,570	31,158
Total Current Liabilities	703,888	1,151,304
Long-Term Liabilities		
Long-Term Debt	752,941	455,895
Total Long-Term Liabilities	752,941	455,895
Total Liabilities	1,456,829	1,607,199
Net Assets		
Unrestricted Net Assets	3,542,065	3,506,033
Permanently Restricted	62,301	62,301
	3,604,366	3,568,334
Total Liabilities and Net Assets	$ 5,061,195	$ 5,175,533

See accompanying notes to the financial statements.

Ammonoosuc Community Health Services, Inc.
Statements of Activities
For the Years Ended
June 30, 2012 and 2011

	2012			2011
	Unrestricted	Permanently Restricted	Total	Total
Public Support and Revenues				
Patient Services	$ 4,443,124	$ -	$ 4,443,124	$ 3,863,614
Grants and Other Contracts	1,779,755	-	1,779,755	2,184,617
Contributions	91,705	-	91,705	89,038
Professional Fees	12,918	-	12,918	4,180
Other Revenue	12,483	-	12,483	23,377
Interest and Dividend Income	634	-	634	1,273
Total Public Support and Revenues	6,340,619	-	6,340,619	6,166,099
Expenses and Losses				
Personnel	4,808,549	-	4,808,549	4,906,877
Supplies	342,322	-	342,322	296,152
General	1,138,020	-	1,138,020	1,029,858
Total Expenses and Losses	6,288,891	-	6,288,891	6,232,887
Total Operating Income	51,728	-	51,728	(66,788)
Non-Operating Income (Expense)				
Non-Operating Grants	-	-	-	2,882,043
Non-Operating Grant Expenses	(13,298)	-	(13,298)	(181,136)
Gain (Loss) on Interest in Perpetual Trust	(2,398)	-	(2,398)	11,579
Total Non-Operating Income	(15,696)	-	(15,696)	2,712,486
Change in Unrestricted Net Assets	36,032	-	36,032	2,645,698
Net Assets as of the Beginning of the Year	3,506,033	62,301	3,568,334	922,636
Net Assets as of the End of the Year	$ 3,542,065	$ 62,301	$ 3,604,366	$ 3,568,334

See accompanying notes to the financial statements.

Ammonoosuc Community Health Services, Inc.
Statements of Cash Flows
June 30, 2012 and 2011

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	$ 36,032	$ 2,645,698
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities		
Depreciation	183,864	135,388
(Increase) Decrease in Operating Assets		
Accounts Receivable - Service	(43,314)	90,966
Accounts Receivable - Grants and Contracts	217,744	(169,589)
Accounts Receivable - Other	(41,506)	10,721
Inventory	(44,948)	-
Prepaid Expenses and Other Current Assets	(7,546)	(17,014)
Cash - Restricted	41,400	-
Benefit Interest in Perpetual Trust	2,398	(11,580)
Increase (Decrease) in Operating Liabilities		
Accounts Payable and Accrued Expenses	(404,339)	382,482
Accrued Salaries and Related Liabilities	(6,719)	(93,958)
Deferred Revenue	11,231	(2,500)
NET CASH PROVIDED BY OPERATING ACTIVITIES	(55,703)	2,970,614
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of Property and Equipment	(105,143)	(3,102,558)
NET CASH USED BY INVESTING ACTIVITIES	(105,143)	(3,102,558)
CASH FLOWS FROM FINANCING ACTIVITIES		
(Payments) Proceeds on Demand Note Payable	(50,000)	74,543
(Payments) Proceeds on Long-Term Debt	299,458	(47,556)
NET CASH USED BY FINANCING ACTIVITIES	249,458	26,987
NET INCREASE IN CASH AND CASH EQUIVALENTS	88,612	(104,957)
BEGINNING CASH AND CASH EQUIVALENTS	31,605	136,562
ENDING CASH AND CASH EQUIVALENTS	$ 120,217	$ 31,605
SUPPLEMENTAL CASH FLOW INFORMATION		
Cash Paid for Interest	$ 51,960	$ 33,799

See accompanying notes to the financial statements.

Ammonoosuc Community Health Services, Inc.
Statements of Functional Expenses
For the Years Ended
June 30, 2012 and 2011

	2012						2011
	Primary Care	Family Planning	Oral Health	Cancer Screening	Family Support	Total	Total
Personnel:							
Salaries	$ 3,575,640	$ 186,650	$ 6,130	$ 20,507	$ 90,591	$ 3,879,518	$ 3,947,934
Payroll Taxes and Employee Benefits	858,731	46,397	537	2,006	21,360	929,031	958,943
Subtotal Personnel	4,434,371	233,047	6,667	22,513	111,951	4,808,549	4,906,877
Supplies:							
Computer Supplies	44,389	-	-	-	2,470	46,859	56,946
Medical and Pharmacy Supplies	230,412	26,744	730	-	-	257,886	191,698
Office Supplies	33,593	2,082	914	120	868	37,577	47,508
Subtotal Supplies	308,394	28,826	1,644	120	3,338	342,322	296,152
General:							
Bank Fees	12,553	681	41	54	353	13,682	6,986
Bad Debt	48,102	4,009	-	-	-	52,111	56,153
Client Services	-	-	-	-	22,829	22,829	20,202
Contract Labor	62,000	-	9,645	-	-	71,645	72,518
Consulting Fees	6,532	-	-	-	-	6,532	525
Depreciation	168,694	9,155	551	726	4,738	183,864	135,388
Dues and Memberships	36,305	-	-	-	-	36,305	35,790
Fundraising	7,330	383	23	30	198	7,964	7,105
Insurance	49,447	2,640	102	267	1,374	53,830	64,694
Interest	47,673	2,587	156	205	1,339	51,960	33,799
Lab Expense	29,797	188	-	-	-	29,985	24,776
Miscellaneous	9,871	-	-	-	433	10,304	14,905
Postage and Shipping	26,018	1,100	-	200	1,400	28,718	26,115
Professional Fees	22,161	1,416	-	-	-	23,577	14,185
Public Information	33,051	112	-	-	104	33,267	31,826
Recruitment	256	-	-	-	-	256	20,132
Rent	81,847	3,539	-	-	-	85,386	85,711
Repairs and Maintenance	223,534	16,949	-	-	3,485	243,968	200,051
Staff Training and Travel	39,181	84	-	-	4,639	43,904	52,498
Telephone	78,323	4,460	-	600	3,103	86,486	85,309
Utilities	44,375	4,096	-	125	2,851	51,447	41,190
Subtotal General	1,027,050	51,399	10,518	2,207	46,846	1,138,020	1,029,858
Total Expenses	$ 5,769,815	$ 313,272	$ 18,829	$ 24,840	$ 162,135	$ 6,288,891	$ 6,232,887

See accompanying notes to the financial statements.

Ammonoosuc Community Health Services, Inc.
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2012

Federal Grantor / Pass-Through Grantor / Program Name	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Health and Human Services			
Community Health Center Program	93.224	N/A	$ 1,361,995
Pass-through Massachusetts eHealth Collaborative			
Health Information Technology	93.718	N/A	22,600
Pass-through State of New Hampshire Department of Health and Human Services			
Office of Health Management		010-090-5190-090-0415	50,354
Primary Care	93.994	010-090-5659-092-0415	5,026
Breast and Cervical Cancer	93.919	010-090-5530-092-0415	70,499
Family Planning	93.217	010-093-7858-102-0731	46,577
Partners in Health	93.667	010-045-6146-090-0415	24,688
Temporary Assistance for Needy Families	93.558		
Subtotal			197,144
Total U.S. Department of Health and Human Services			1,581,739
Total Federal Expenditures			$ 1,581,739

See accompanying notes to schedule of expenditures of federal awards.

Ammonoosuc Community Health Services, Inc.

Mission Statement

It is the mission of Ammonoosuc Community Health Services to provide a stable network of comprehensive Primary Health Care Services to individuals and families throughout the communities we serve.
In support of this mission, ACHS provides evidence based, outcome specific, systematic care that is patient centered, focused on prevention, and accessible and affordable to all.

AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Board of Directors

As of 5/1/2013

Charles Thibodeau, President	Term expires October 2013
Alan Smith, Vice President	Term expires October 2013
Lynn Davis, Treasurer	Term expires October 2013
Inga Johnson, Secretary	Term expires October 2013
Bruce Brown	Term expires October 2013
Ray Lobdell	Term expires October 2013
Robert Tortorice	Term expires October 2013
Laura Sjolander	Term expires October 2013
Ronald Spaulding, DDS	Term expires October 2013
Beth Harwood	Term expires October 2013
Sally Sherrard	Term expires October 2013
Ned Densmore	Term expires October 2013
Gary Boyle, Esq.	Term expires October 2013

Y:\ACHS BOARD OF DIRECTORS\Board Director Demographics\2013 board Directors list - NHDHHS FP.docx

MAIN OFFICE
25 Mt. Eustis Road
Littleton, NH 03561
(603) 444-2464
Fax (603) 444-5209

79 Swiftwater Road
Woodsville, NH 03785
(603) 747-3740
Fax (603) 747-0416

14 Kings Square
Whitefield, NH 03598
(603) 837-2333
Fax (603) 837-9790

155 Main Street
Franconia, NH 03580
(603) 823-7078
Fax (603) 823-5460

333 NH Rte 25
Warren, NH 03279
(603) 764-5704
Fax (603) 764-5705

www.achs-inc.org • info@achs-inc.org

DESCRIPTIONS (Continued from Page 1)

Philip Lawson, MD
Retroactive Date: 06/15/1997

Charles Wolcott, MD
Retroactive Date: 07/01/2002

Caitlin O'Donnell, MD
Retroactive Date: 08/19/2008

Patricia Pratt, MD
Retroactive Date: 01/01/13

Aaron Solnit, MD
Retroactive Date: 10/01/2007
Woodsville, NH

Loren Solnit, MD
Retroactive Date: 10/01/2007
Woodsville, NH

Sarah Young-Xu, MD
Retroactive Date: 10/01/2007

Barbara Ford, ARNP
Retroactive Date: 07/01/2002

Nicole Veilleux, ARNP
Retroactive Date: 01/03/2007

Evelyn Hagan, ARNP
Retroactive Date: 07/16/2001

Jesssica Thibodeau, ARNP
Retroactive Date: 01/15/1996

Cynthia Garner Scrimshaw, ARNP
Retroactive Date: 05/26/2008

Alexandria Noble, FNP
Retroactive Date: 05/22/2008

Danielle M. Beaulieu, PA
Retroactive Date: 02/10/2009

Elizabeth F Harman, PA
Retroactive Date: 01/01/2008
Woodsville, NH

Stephen M. Noyes. MSW
Retroactive Date: 01/02/2001

Douglas Speck, PhD
Retroactive Date: 10/01/2007

David Nelson, MD
Retroactive Date: 01/11/2010

DESCRIPTIONS (Continued from Page 1)

Michael Scanlon, NP
Retroactive Date: 12/01/2011

Virginia Jeffryes, MD
Retroactive Date: 05/28/12

Kathleen Smith, MD
Retroactive Date: 02/25/13

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Ammonoosuc Community Health Services, Inc.

Name of Bureau/Section: Family Planning

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
Edward Shanshala, CEO	$118,450	0.84%	$1,000.00
Kenneth Riebel, CFO	$100,443	1.00%	$1,000.00
	$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)			$2,000.00

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
Edward Shanshala, CEO	$118,450	0.84%	$1,000.00
Kenneth Riebel, CFO	$100,443	1.00%	$1,000.00
	$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)			$2,000.00

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.

Edward D Shanshala II, MSHSA, MSEd

Experience:

Ammonoosuc Community Health Services, Inc. - *Chief Executive Officer*	07/2007 - Present
Ammonoosuc Community Health Services, Inc. - *Chief Operating Officer*	12/ 2005 – 06/2007
Roberts Wesleyan College - *Adjunct Faculty*	11/ 2005 – 12/2005
Semper Unum - *Principal Consultant*	01/ 2004 – Present
Rochester Primary Care Network Inc. - *Interim CEO and Vice President of Operations*	03/ 2003 – 01/ 2005
Rochester Institute of Technology - *Adjunct Faculty*	01/2002 – 01/2004
Keuka College - *Adjunct Faculty*	08/2002 – 08/2005
Finger Lakes VNS & Ontario Yates Hospice Inc. - *Director of QI, Education Enhancement & CCO*	03/1997- 03/2003
Strong Memorial Hospital, University of Rochester Medical Center - *Reengineering Project Coordinator*	05/1995- 03/1997
University of Rochester Medical Center: Department of Pharmacology *Professional* - *Tech. Assoc. II*	06/1987 – 05/1995

Education

Masters of Science in Health Systems Administration, 2000	Rochester Institute of Technology
Masters of Science in Education, 1994	University of Rochester
Bachelors of Science in Biotechnology, 1987	Rochester Institute of Technology
Associates of Science in Chemistry, 1985	Rochester Institute of Technology

Grants, Scholarships, Awards. and Professional Leadership:

- 2000 Academic Excellence Award, Masters of Science Health Systems Administration
- 2000 Distance Learning 20/2000 Competitive Graduate Scholarship, Rochester Institute of Technology
- 2000 Program Chair American Society for Quality Rochester Section Annual Conference Committee
- 1998-2000 Graduate Scholarship, Rochester Institute of Technology, College of Applied Science and Technology
- 1999 American Society for Quality Research Fellowship
- 1999 Performance Concepts International Matching Research Grant
- 1999 Award for Outstanding Volunteer Leadership in Editing, American Society for Training and Development

Publications:

Winchester K, and Shanshala II ED., (Winter 1998). Corporate Team Building *Performance in Practice*

Shanshala II ED., (Fall 1998). Chartering Teams. *Performance in Practice*

Shanshala II ED., (1997). Building in Quality. *Quality Progress*, Vol. 30, No. 10: 67-69.

Hinkle PM, and Shanshala II ED., and Nelson EJ (1992). Measurement of intracellular cadmium with fluorescent dyes: Further evidence for the role of calcium channels in cadmium uptake. *J.Biol. Chem.* 267: 25553-25559.

Hinkle PM, Shanshala II ED., (1992). Prolactin and secretogrannin II, a marker for the regulated pathway, are secreted in parallel by pituitary GH4C1 cells. *Endocrinology* 130: 3503-3511.

Hinkle PM, Shanshala II ED., (1991). Epidermal growth factor decreases the concentration of pituitary TRH receptors and TRH responses. *Endocrinology* 129: 1283-1288.

Hinkle PM, Shanshala II ED., (1989). Pituitary thyrotropin-releasing hormone (TRH) receptors: Effects of TRH, drugs mimicking TRH action, and Chlordiazepoxide. *Mol.Endocrinol.* 89: 1337-1344.

Federal Consulting and Grant Reviewing:

Consult and review federal grant applications for Health Resources and Services Administration's Division of Independent Review

Volunteering and Leadership:

Board of Directors; Hospeace House, Interlakes Foundation Wellness Program, St. Michaels School, Hospice of Littleton Area,

Kenneth L. Riebel

Experience:

Ammonoosuc Community Health Services, Inc. - *Chief Financial Officer*	06/1994 – Present
Cargill Blake Construction Co., Inc. – Controller	*05*/1985– 06/1994
Courier Printing Company, Inc. – Controller	02/1981 – 05/1985
Franconia Paper Company, Inc. – Chief Accountant	1979 – 1981
Littleton Regional Hospital – Accountant	1977 – 1979
Glassboro State College – Junior Accountant	1974 – 1976

Education

Bachelors of Science in Accounting with Computer Science minor, 1974	Drexel University
A.S. in Accounting with Computer Science minor, 1972	Gloucester County College

Volunteering and Leadership:

- Member of State of NH Family Planning Formulary Work Group 2004-2005
- Member of State of NH Medicaid Prospective Payment System Work Group 2002 - 2003
- Member of Town of Bethlehem Task Force for Solid Waste Disposal Alternatives 1999

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

Bidder/Program Name: Ammonoosuc Community Health Services, Inc.

Budget Request for: Family Planning
(Name of RFP)

Budget Period: 07/01/13 - 06/30/14

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 47,907.02	$ 7,700.00	$ 55,607.02	Admin is indirect
2. Employee Benefits	$ 10,539.54	$ 1,694.00	$ 12,233.54	Admin is indirect
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	**$ 58,446.56**	**$ 9,394.00**	**$ 67,840.56**	
Indirect As A Percent of Direct		16.1%		

RMT

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

Bidder/Program Name: Ammonoosuc Community Health Services, Inc.

Budget Request for: Family Planning - TANF
(Name of RFP)

Budget Period: 07/01/14 - 06/30/15

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 23,053.00	$ -	$ 23,053.00	
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	**$ 23,053.00**	**$ -**	**$ 23,053.00**	

Indirect As A Percent of Direct 0.0%

PMT

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

Bidder/Program Name: Ammonoosuc Community Health Services, Inc.

Budget Request for: Family Planning
(Name of RFP)

Budget Period: 07/01/14 - 06/30/15

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 63,285.49	$ 8,000.00	$ 71,285.49	Admin is indirect
2. Employee Benefits	$ 13,922.80	$ 1,760.00	$ 15,682.80	Admin is indirect
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	**$ 77,208.29**	**$ 9,760.00**	**$ 86,968.29**	
Indirect As A Percent of Direct		12.6%		

TMT

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

Bidder/Program Name: Ammonoosuc Community Health Services, Inc.

Budget Request for: Family Planning - TANF
(Name of RFP)

Budget Period: 07/01/13 - 06/30/14

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 23,053.00	$ -	$ 23,053.00	
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	**$ 23,053.00**	**$ -**	**$ 23,053.00**	

Indirect As A Percent of Direct 0.0%

FORM NUMBER P-37 (version 1/09)

Subject: Family Planning

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 Community Action Program Belknap-Merrimack Counties, Inc.		**1.4 Contractor Address** P.O. Box 1016 Concord, NH 03302-1016	
1.5 Contractor Phone Number 603-225-3295	**1.6 Account Number** 05-95-90-902010-5530-102-500734 05-95-45-450010-6146-502-500891	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $431,864.00
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** Ralph Littlefield, Executive Director	

1.13 Acknowledgement: State of ~~NH~~, County of Merrimack

5/2/13

On _____, 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] Elaine N. Roundy

1.13.2 Name and Title of Notary ~~or Justice of the Peace~~

ELAINE N. ROUNDY, Notary Public
My Commission Expires August 24, 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: 27 May 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: _____
Date: 5/2/13

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: RC

Date: 5/2/13

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.

Contractor Initials: RC
Date: 3/7/13

NH Department of Health and Human Services

Exhibit A

Scope of Services

Family Planning Services

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

CONTRACTOR NAME:	**Community Action Program Belknap-Merrimack Counties, Inc.**
ADDRESS:	**P.O. Box 1016** **Concord, NH 03302-1016**
Family Planning Director:	**Susan Wnuk**
TELEPHONE:	**603-225-3295**

The Contractor shall:

I. General Provisions

A) Eligibility and Income Determination

Family Planning (FP) services will be provided to individuals of childbearing ages in New Hampshire (NH) who request such services. Preference will be given to clients who live within the Contractor's service area. Special emphasis will be placed on serving adolescents and individuals in low-income families (defined as ≤ **250%** of the U.S. Department of Health & Human Services "Poverty Guidelines").

1. The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

2. The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.

3. Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.

4. Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.

5. The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

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B) Numbers Served

The FP Program will provide comprehensive reproductive health care to include age-appropriate clients, anticipatory guidance, education, assessment, counseling on preconception health care (reproductive life plan) and referrals for nutrition services, substance abuse, domestic violence, sexual assault and other health related issues.

C) 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. Provide clients of limited English proficiency (LEP) with interpreter 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 clients 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. 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, language line).

D) 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 301 as most currently amended (1/05).

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 Offences.

3. Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

E) Relevant Policies and Guidelines

Contractors operate, at minimum, in accordance with the following:

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Date: 5/2/13

1. The (Federal) Office of Population Affairs, Office of Family Planning, *Program Guidelines for Project Grants for Family Planning Services*, dated January 2001, and subsequent amendments, program instructions and clarifications.

2. National program priorities established by the Office of Population Affairs.

3. The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.

4. The Contractor must submit to MCHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.

5. The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

F) Publications Funded Under Contract (Standard Language)

1. The DPHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DPHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.

2. All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.

3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

G) Subcontractors

1. If any service required by this exhibit is provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract.

2. In addition, the original DPHS Contractor will remain liable for all requirements included in this exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A. Service Requirements

1. Clinical Services

In addition to following the federal and state guidelines outlined above, clinical services will be guided by the protocol and practice guidelines established by the Contractor and will be supervised by a medical director qualified to oversee obstetric and gynecological care.

Contractor Initials: _____

Date: 5/2/13

2. **HIV Counseling and Testing**

HIV counseling and testing provided by family planning Contractors must conform to CDC's *Fundamentals of HIV Prevention Counseling* and staff providing this counseling must be trained in this counseling model.

3. **Health Education Materials**

Health education materials are to be reviewed according to Federal Program Guidelines for Project Grants for Family Planning Services (reference section 6.8) and the NH State Family Planning Program's Information and Education Policy on the review, approval, and distribution of family planning materials. Delegate agencies may be asked to work with the State in identifying consumer volunteers to review educational materials in order to provide consumer input. Any and all materials an agency develops for marketing or patient education must be submitted, in its final draft form, for approval before printing or duplicating it in quantity.

4. **Sterilization Services**

Those Contractors providing sterilization services will adhere to all federal sterilization requirements as outlined in the Federal Program Guideline's Attachment C, *Sterilization of Persons in Federally Assisted Family Planning Projects* and subsequent revisions or amendments related to this federal requirement.

5. **Transitional Assistance for Needy Families (TANF) and Title X FP Collaborative**

The TANF and Title X Collaborative will conduct statewide activities to support knowledge of and access to FP services by populations in need, with a particular emphasis on Medicaid-eligible women and adolescents at risk for pregnancy. The Contractor shall produce a plan that documents a promotional & partnership building strategy and marketing/outreach campaign that includes identification of the target population, details, activities and projects for reaching the target population and specifies evaluation measures. The NH FP & Contractors will review the plan on an on-going basis to monitor progress towards outcomes and overall project goals.

6. **Research**

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform the Division of Public Health Services, Maternal and Child Health Section prior to initiating any research related to this contract.

7. **School-based Education Programs**

Contractors must enter into a written agreement with any school where the Contractor will implement sexuality education programs for students under the age of 18. The agreement must be signed by the school principal/or designee and must include a statement that information was provided to parents which offered the opportunity for the parents to opt their child out of any program to which the parent objects.

B) Staffing Provisions

1. **Staff Training and Qualifications**

Documentation will be available to show that all staff members employed in the Family Planning program has adequate training to fulfill their activities. Staff performing clinical functions will have NH licensing that is required for their responsibilities. Each agency will employ appropriate credentialing procedures to assure that clinical staffs have appropriate education and experience for their responsibilities.

Contractor Initials: RQ

Date: 5/2/13

2. **Medical Director Participation**

Each agency will have the services of a medical director who has special training and/or experience in family planning services. For each Contractor, the medical director and the clinical staff shall participate in the development and approval of specific guidelines for medical care that meet or exceed these minimal standards. In addition, the medical director shall participate in QI activities and be available to other staff for consultation.

3. **Community Education & Partnership Development**

The Contractor will designate one staff member or committee responsible for the coordination and development of a community education and outreach plan, to include partnership development so as to increase utilization of family planning services. A community education & outreach report will be required, as well as any supporting documentation that supports the development of partnerships with key community stakeholders.

4. **Staffing Changes**

New Hires

The Contractor shall notify the Maternal and Child Health Section (MCHS) 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 shall accompany this notification.

Vacancies

The Contractor must notify MCHS in writing of key positions (agency executive director, agency fiscal director, medical director, site manager, community educator, teen clinic coordinator, TANF coordinator) vacant for more than three months. This may be done through a budget revision. In addition, MCHS must be notified in writing if at any time any site funded under this agreement does not have adequate clinical and administrative staffing to perform all required services for more than one month.

C) Coordination of Services

1. The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.

2. As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.

3. As part of the Family Planning Workplan process, each Contractor will make plan explicitly identifying community services providers who will be contacted for face-to-face meetings intended to build partnerships, increase coordination and referrals with other providers.

D) Meetings and Trainings

The Contractor will be responsible to send staff to meetings and training required by the family planning program, including but not limited to: medical director's meetings, family planning director's meetings, community educator/clinic coordinators meetings, data training and review meetings and family planning orientation.

Contractor Initials: _____

Date: 5/2/13

III. Quality or Performance Improvement (QI/PI)

A) Workplans

1. Performance Workplans must be submitted and are used to monitor achievement of standard measures of performance of the services provided under this contract. Said workplan is incorporated herein by reference.

2. Performance Workplans and Workplan Outcome Reports will be completed according to the schedule and instructions provided by MCHS. The workplans are a key component of the DPHS and MCHS performance based contracting system and of this contract.

3. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS in to the agency's QI/PI plan. Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets. If the Contractor's performance is above the defined target, no additional information will need to be provided. It will be the understanding that activity and evaluation efforts were effective in reaching the desired outcome. If the Contractor's performance is below the defined target, an explanation must be provided of why and what action steps (corrective action plan) will be taken to improve performance.

4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the Contractor with reasonable notice of such changes.

B) Data and reporting requirements

In addition to Performance Workplans and Outcome Reports, the Contractor shall submit to MCHS the following data used to monitor program performance:

1. 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.

2. The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

3. Completed UDS tables reflecting program performance in the previous calendar as requested by DPHS.

4. A copy of the Contractor's updated Sliding Fee Scale including the amounts(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.

5. An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.

6. Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.

7. By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report.

Contractor Initials: RR

Date: 5/2/13

8. As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.

9. Comply with all Family Planning Program and STD/HIV Prevention Bureau requirements for reporting chlamydia testing.

C)On-site reviews

1. The Contractor shall allow a team or person authorized by the MCHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical services management, financial management and design and delivery of educational services to assure systems are adequate to provide the contracted services.

2. Reviews shall include client record reviews to measure compliance with this exhibit.

3. 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.

4. On-site reviews may be waived or abbreviated at the discretion of MCHS, upon submission of satisfactory reports of reviews such as Health Services Resources Administration (HRSA): Office of Performance Review (OPR), or reviews from nationally accreditation organizations such as the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), the Community Health Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Healthcare (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.

Contractor Initials: _____

Date: 5/2/13

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Family Planning Services

CONTRACTOR NAME: **Community Action Program Belknap-Merrimack Counties, Inc.**

ADDRESS: **P.O. Box 1016**
Concord, NH 03302-1016
Family Planning Director: **Susan Wnuk**
TELEPHONE: **603-225-3295**

Vendor #177203-B003 Job #90080203 Appropriation #05-95-90-902010-5530-102-500734
#45130203 #05-95-45-450010-6146-502-500891

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:

   $170,618.00 for Family Planning Services, funded from 60% ($102,370.80) federal funds from Title X Family Planning (CFDA #93.217), and 40% ($68,247.20) general funds in SFY 14.

   $170,618.00 for Family Planning Services, funded from 63% ($107,489.34) federal funds from Title X Family Planning (CFDA #93.217), and 37% ($63,128.66) general funds in SFY 15.

   $90,628.00 for Family Planning Services - TANF, funded from 100% US Department of Health and Human Services, Administration for Children and Families funds (CFDA #93.558) in SFY 14 and 15.

TOTAL: $431,864.00

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 up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.

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.

Contractor Initials: RG
Date: 5/2/13

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: _____

Date: 5/2/13

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;

Contractor Initials: _____

Date: 5/2/13

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.

Contractor Initials: RG

Date: 5/2/13

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.

Contractor Initials: _____

Date: 5/2/13

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.

Contractor Initials: _____

Date: 5/2/13

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.

Contractor Initials: RG

Date: 5/2/13

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: RQ

Date: 5/2/13

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

Contractor Initials: RC

Date: 5/2/13

(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)

2 Industrial Park Drive, Concord, Merrimack County, NH 03301

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

Community Action Program Belknap-Merrimack Counties, 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**

Ralph Littlefield, Executive Director

Name and Title of Authorized Contractor Representative

5/2/13

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**

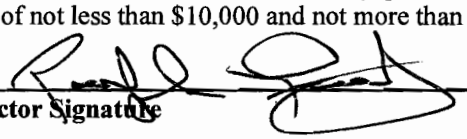
The undersigned certifies, to the best of his or her knowledge and belief, that:

(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.



Ralph Littlefield, Executive Director

Contractor Signature **Contractor's Representative Title**

Community Action Program Belknap-Merrimack Counties, Inc. 5/2/13

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).

Contractor Initials: _____

Date: 5/2/13

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.

	Ralph Littlefield, Executive Director
Contractor Signature	**Contractor's Representative Title**
Community Action Program Belknap-Merrimack Counties, Inc.	5/2/13
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.

	Ralph Littlefield, Executive Director
Contractor Signature	**Contractor's Representative Title**
Community Action Program Belknap-Merrimack Counties, Inc.	5/2/13
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	Ralph Littlefield Executive Director Contractor's Representative Title
Community Action Program Belknap-Merrimack Counties, Inc. Contractor Name	5/2/13 Date

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY 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 Tile 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, TitleXIII, 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.

Contractor Initials: RC

Date: 5/24/13

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.

Contractor Initials: _____

Date: 5/2/13

(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.

Contractor Initials: _____

Date: 5/2/12

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Contractor Initials: _____

Date: 5/2/13

(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.

Contractor Initials: RQ

Date: 5/22/13

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

DIVISION OF PUBLIC HEALTH SERVICES	**Community Action Program Belknap-Merrimack Counties, Inc.**
The State Agency Name	Name of Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA L. BUJNO, MSN, APRN	RALPH LITTLEFIELD
Name of Authorized Representative	Name of Authorized Representative
BUREAU CHIEF	EXECUTIVE DIRECTOR
Title of Authorized Representative	Title of Authorized Representative
5-30-2013	5/2/13
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)	Ralph Littlefield Executive Director (Authorized Contractor Representative Name & Title)
Community Action Program Belknap-Merrimack Counties, Inc. (Contractor Name)	5/2/13 (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: [redacted] 073997504

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 [redacted] 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?

[redacted] NO [redacted] 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: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Contractor Initials: RC

Date: 5/2/13

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 COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2013

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Dennis T. Martino, of the Community Action Program Belknap-Merrimack Counties, Inc., do hereby certify that:

1. I am the duly elected Secretary-Clerk of the Community Action Program Belknap-Merrimack Counties, Inc.;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Community Action Program Belknap-Merrimack Counties, Inc., duly held on September 20, 20 12; (see attached)

   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, Division of Public Health Services.

   RESOLVED: That the Executive Director 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 may deem necessary, desirable, or appropriate. Ralph Littlefield is the duly elected Executive Director of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 2, 20 13.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary-Clerk of the corporation this 2nd day of May, 20 13.

Dennis T. Martino

Dennis T. Martino, Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 2nd day of May, 2013 by Dennis T. Martino.

Elaine N. Roundy

Notary Public/~~Justice of the Peace~~
My Commission Expires:

ELAINE N. ROUNDY, Notary Public
My Commission Expires August 24, 2016

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

The Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. authorizes the Executive Director, Deputy Director, Chief Accountant, President, Vice-President(s) or Treasurer of the Agency to sign contracts and reports with the State of New Hampshire, Departments of the Federal Government, which include all federal #269 and #272 Forms, and public or private nonprofit agencies *including, but not limited to, the following:*

- Department of Administrative Services for food distribution programs
- Department of Education for nutrition programs
- Department of Health and Human Services
  - Bureau of Elderly and Adult Services for elderly programs
  - Bureau of Homeless and Housing Services for homeless/housing programs
  - Division of Children, Youth, and Families for child care programs
  - Division of Family Assistance for Community Services Block Grant
  - Division of Public Health Services for public health programs
- Department of Justice for child advocacy/therapy programs
- Department of Transportation-Public Transportation Bureau for transportation programs
- Public Utilities Commission for utility assistance programs
- Workforce Opportunity Council for employment and job training programs
- Department of Resources and Economic Development
- Governor's Office of Energy and Planning for Head Start, Low Income Energy Assistance, Weatherization and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority
- New Hampshire Secretary of State
- U. S. Department of Housing and Urban Development
- U. S. Department of the Treasury – Internal Revenue Service
- and other departments and divisions as required

This Resolution authorizes the signing of all supplementary and subsidiary documents necessary to executing the authorized contracts as well as any modifications or amendments relative to said contracts or agreements.

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on September 20, 2012, and has not been amended or revoked and remains in effect as of the date listed below.

May 2, 2013
Date

Dennis T. Martino
Secretary/Clerk

SEAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2013

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

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

PRODUCER	CONTACT NAME: Karen Shaughnessy
FIAI/Cross Ins-Manchester 1100 Elm Street Manchester NH 03101	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Community Action Programs Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302	INSURER A: Arch Ins Co — 11150 INSURER B: Liberty Mutual Insurance Co — 23043 INSURER C: Philadelphia Indemnity Ins Co — 18058 INSURER D: N.H.M.M. JUA INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 12-13 All lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC			NCPKG0226600	6/17/2012	6/17/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			NCAUT0226600	6/17/2012	6/17/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $ 1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			NCUMB0226600	6/17/2012	6/17/2013	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC1Z91446010012 (3a.) NH All officers included	6/17/2012	6/17/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Blanket Crime			BDV1649128	3/27/2013	3/27/2014	$400,000	
D	Professional			NHJUA11882	12/30/2012	12/30/2013	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Directors & Officers coverage afforded by policy PHSD727025 & has a limit of $1,000,000. Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

Director
Div of Public Health SVCS
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

Laura Perrin/JSC Laura Perrin

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2013

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

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

PRODUCER FIAI/Cross Ins-Manchester 1100 Elm Street Manchester NH 03101	CONTACT NAME: Karen Shaughnessy PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com
INSURED Community Action Programs Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Arch Ins Co — 11150 INSURER B: Liberty Mutual Insurance Co — 23043 INSURER C: Philadelphia Indemnity Ins Co — 18058 INSURER D: N.H.M.M. JUA INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 12-13 All lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC			NCPKG0226600	6/17/2013	6/17/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NCAUT0226600	6/17/2013	6/17/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $ 1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			NCUMB0226600	6/17/2013	6/17/2014	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC1Z91446010012 (3a.) NH All officers included	6/17/2013	6/17/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Blanket Crime			BDV1649128	3/27/2013	3/27/2014	$400,000	
D	Professional			NHJUA11882	12/30/2012	12/30/2013	$1,000,000	

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

Directors & Officers coverage afforded by policy PHSD727025 & has a limit of $1,000,000. Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

Director
Div of Public Health SVCS
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

Laura Perrin/JSC

Community Action Program Belknap–Merrimack Counties, Inc.

P.O. Box 1016 ♦ 2 Industrial Park Drive ♦ Concord, NH 03302-1016
Phone (603) 225-3295 ♦ Toll Free (800) 856-5525 ♦ Fax (603) 228-1898 ♦ Web www.bm-cap.org

May 2, 2013

Subject: **Agency Audit Ending February 28, 2013**

To Whom It May Concern:

Community Action Program Belknap-Merrimack Counties, Inc. has contracted with Leone, McDonnell and Roberts (LMR), Certified Public Accountants to conduct the agency audit for the period ending February 28, 2013.

The audit firm will be conducting their review, testing and evaluation of the financial statements of the agency beginning June 2013.

The Board of Directors has scheduled LMR to present the financial statements at the regularly scheduled Board Meeting on September 12, 2013.

A copy of the approved audit will be sent to you by email the day after the meeting.

If you should have any questions, please feel free to contact Kathy Lavigne, Chief Accountant or myself at 603-225-3295. Thank you for your understanding of this matter.

Sincerely,

Brian F. Hoffman
Deputy Director

BFH:enr
Agency Audit 2-28-13 Letter
cc: Main File – Agency Audit 2/28/2013
Kathy Lavigne, Chief Accountant
Jack Callahan, Leone, McDonnell and Roberts

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying statements of financial position of Community Action Program Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit corporation), as of February 29, 2012 and February 28, 2011, and the related statements of activities 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 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 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 financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 29, 2012 and February 28, 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 August 21, 2012 on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is 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 read in conjunction with this report in considering the results of our audit.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The accompanying schedules on pages 24 through 32 are presented for the purpose of additional analysis and are not a required part of the basic financial statements of the Organization. The accompanying schedule of expenditures of federal awards is presented for the purpose of additional analysis as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also 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 basic financial statements and certain 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 taken as a whole.

Leone, McDonnell & Roberts
Professional Association

August 21, 2012
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENTS OF FINANCIAL POSITION
FEBRUARY 29, 2012 AND FEBRUARY 28, 2011

ASSETS

	2012	2011
CURRENT ASSETS		
Cash	$ 2,114,892	$ 1,424,147
Accounts receivable	3,431,173	4,626,352
Prepaid expenses	438,993	403,639
Total current assets	5,985,058	6,454,138
PROPERTY		
Land and buildings	4,619,289	4,619,289
Equipment	5,909,477	5,851,172
	10,528,766	10,470,461
Less accumulated depreciation	(5,492,531)	(5,368,125)
Property, net	5,036,235	5,102,336
OTHER ASSETS		
Investments	74,291	67,929
Due from related party	139,441	139,441
Total other assets	213,732	207,370
TOTAL ASSETS	$ 11,235,025	$ 11,763,844

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of notes payable	$ 122,029	$ 132,907
Accounts payable	2,442,548	2,555,156
Accrued expenses	1,149,313	996,135
Refundable advances	1,504,542	1,750,219
Total current liabilities	5,218,432	5,434,417
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	1,871,566	1,991,881
Total liabilities	7,089,998	7,426,298
NET ASSETS		
Unrestricted	3,127,371	3,369,797
Temporarily restricted	1,017,656	967,749
Total net assets	4,145,027	4,337,546
TOTAL LIABILITIES AND NET ASSETS	$ 11,235,025	$ 11,763,844

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 29, 2012
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2011

	Unrestricted	Temporarily Restricted	2012 Total	2011 Total
REVENUES AND OTHER SUPPORT				
Grant awards	$ 21,051,500		$ 21,051,500	$ 23,080,279
Other funds	3,783,884	$ 2,485,991	6,269,875	7,604,783
In-kind	1,143,537		1,143,537	1,886,923
United Way	145,880		145,880	153,417
Total revenues and other support	26,124,801	2,485,991	28,610,792	32,725,402
NET ASSETS RELEASED FROM RESTRICTIONS	2,436,084	(2,436,084)		
Total	28,560,885	49,907	28,610,792	32,725,402
EXPENSES				
Compensation	9,208,281		9,208,281	9,383,940
Payroll taxes and benefits	2,305,424		2,305,424	2,201,820
Travel	334,076		334,076	323,197
Occupancy	1,144,249		1,144,249	1,116,042
Program services	11,588,546		11,588,546	13,448,527
Other costs	2,549,575		2,549,575	2,857,325
Depreciation	529,623		529,623	505,848
In-kind	1,143,537		1,143,537	1,886,923
Total expenses	28,803,311		28,803,311	31,723,622
CHANGES IN NET ASSETS	(242,426)	49,907	(192,519)	1,001,780
NET ASSETS - BEGINNING OF YEAR	3,369,797	967,749	4,337,546	3,335,766
NET ASSETS - END OF YEAR	$ 3,127,371	$ 1,017,656	$ 4,145,027	$ 4,337,546

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 29, 2012 AND FEBRUARY 28, 2011

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (192,519)	$ 1,001,780
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	529,623	505,848
Gain on sale of property	(19,068)	(13,000)
(Increase) decrease in current assets:		
Accounts receivable	1,195,179	724,033
Prepaid expenses	(35,354)	(135,411)
Increase (decrease) in current liabilities:		
Accounts payable	(112,608)	(471,961)
Accrued expenses	153,178	12,052
Refundable advances	(245,677)	97,187
NET CASH PROVIDED BY OPERATING ACTIVITIES	1,272,754	1,720,528
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property	(464,455)	(1,368,038)
Investment in partnership	(6,362)	(8,281)
Proceeds from sale of property	20,000	13,000
NET CASH USED IN INVESTING ACTIVITIES	(450,817)	(1,363,319)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(131,193)	(147,973)
NET CASH USED IN FINANCING ACTIVITIES	(131,193)	(147,973)
NET INCREASE IN CASH	690,744	209,236
CASH BALANCE, BEGINNING OF YEAR	1,424,148	1,214,911
CASH BALANCE, END OF YEAR	$ 2,114,892	$ 1,424,147
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	$ 122,905	$ 132,739

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

(Approved by Agency Board of Directors on 02/24/05
as part of the Agency Bylaws.)

STATEMENT OF PURPOSE

The purpose the corporation includes providing assistance for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals to become fully self-sufficient through planning and coordinating the use of a broad range of federal, state, local, and other assistance (including private resources) related to the elimination of poverty; the organization of a range of services related to the needs of low-income families and individuals, so that these services may have a measurable and potentially major impact on the causes of poverty and may help the families and individuals to achieve self-sufficiency; the maximum participation of residents of the low-income communities and members of the groups served to empower such residents and members to respond to the unique problems and needs within their communities; and to secure a more active role in the provision of services for private, religious, charitable, and neighborhood-based organizations, individual citizens, and business, labor, and professional groups, who are able to influence the quantity and quality of opportunities and services for the poor.

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CAPBMCI Statement of Purpose

Community Action Program Belknap–Merrimack Counties, Inc.

P.O. Box 1016 ♦ 2 Industrial Park Drive ♦ Concord, NH 03302-1016
Phone (603) 225-3295 ♦ Toll Free (800) 856-5525 ♦ Fax (603) 228-1898 ♦ Web www.bm-cap.org

Effective 5/2/13

BOARD OF DIRECTORS

	Term Expires
Sara A. Lewko, *President*	Indefinite
Charles Russell, Esq., *Vice-President*	3/2014
Dennis Martino, *Secretary-Clerk*	3/2014
Kathy Goode, *Treasurer*	Indefinite
Heather Brown	1/2015
Nicolette Clark	1/2016
Susan Koerber	1/2016
Bill Johnson	Indefinite
Karen Painter	Indefinite
Theresa Cromwell	3/2014
Cindy Cantelo	1/2015
Matthew Hayward	1/2016

Public Sector – Indefinite
Elected Sector – 3-year term
Private Sector – 3-year term

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ALTON
Senior Center....875-7102
Prospect View Housing....875-3111

BELMONT
Senior Center....267-9867
Heritage Terr. Housing....267-8801

BRADFORD
Senior Center....938-2104

CONCORD
Area Center....225-6880
Head Start....224-6492
Early Head Start....224-6492
Concord Area Meals-on-Wheels....225-9092
Concord Area Transit....225-1989
Horseshoe Pond Place....228-6956
WIC/CSFP....225-2050
Workplace Success....223-2305

EPSOM
Meadow Brook Housing....736-6250

FRANKLIN
Area Center....934-3444
Head Start....934-2161
Early Head Start....934-2161
Senior Center....934-4151
Family Planning....934-4905
Riverside Housing....934-5340

KEARSARGE VALLEY
Area Center....456-2207
Head Start....456-2208
North Ridge Housing....456-3398

LACONIA
Area Center....524-5512
Head Start....528-5334
Early Head Start....528-5334
Senior Center....524-7689
Family Planning....524-5453
Prenatal....524-5453
Winnipesaukee Transit....528-2496
Workplace Success....524-4367

MEREDITH
Area Center....279-4096
Senior Center....279-5631

OSSIPEE
Family Planning....539-7552
Prenatal....539-7552

PEMBROKE
Village at Pembroke Farms Housing....485-1842

PITTSFIELD
Senior Center....435-8482
Head Start....435-6618
Early Head Start....435-6611

PLYMOUTH
Family Planning....536-3584

SUNCOOK
Area Center....485-7824
Senior Center....485-4254

TILTON
Senior Center....527-8291

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Community Action Program Belknap-Merrimack Counties, Inc.
Bureau of Population Health and Community Services

Name of Bureau/Section: Maternal and Child Health Section-Family Planning

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
Ralph Littlefield - Executive Director	$118,448	0.00%	$0
Brian Hoffman - Deputy Director	$105,851	0.00%	$0
Susan Wnuk- Dir. Community Health & Nutrition	$65,589	12.94%	$8,486
Janice Rowley - Clinical Coordinator	$28,697	80.90%	$23,216
	$0	0.00%	$0
	$0	0.00%	$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			$31,702

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
Ralph Littlefield - Executive Director	$118,448	0.00%	$0
Brian Hoffman - Deputy Director	$105,851	0.00%	$0
Susan Wnuk- Dir. Community Health & Nutrition	$65,589	12.94%	$8,486
Janice Rowley - Clinical Coordinator	$28,697	80.90%	$23,216
	$0	0.00%	$0
	$0	0.00%	$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			$31,702

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.

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Community Action Program Belknap-Merrimack Counties, Inc.

Bureau of Population Health and Community Services

Name of Bureau/Section: Maternal and Child Health Section- Family Planning TANF

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**
Ralph Littlefield - Executive Director	$118,448	0.00%	$0
Brian Hoffman - Deputy Director	$105,851	0.00%	$0
Rachel Deveau- Community Services Specialist	$39,000	69.34%	$27,041
Susan Wnuk- Director Comm. Health & Nutrition	$65,589	4.00%	$2,622
	$0	0.00%	$0
	$0	0.00%	$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			$29,662

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**
Ralph Littlefield - Executive Director	$118,448	0.00%	$0
Brian Hoffman - Deputy Director	$105,851	0.00%	$0
Rachel Deveau-Community Services Specialist	$39,000	69.34%	$27,041
Susan Wnuk- Director Comm. Health & Nutrition	$65,589	4.00%	$2,622
	$0	0.00%	$0
	$0	0.00%	$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			$29,662

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.

RALPH LITTLEFIELD

Community Action Program Belknap-Merrimack Counties, Inc.
P.O. Box 1016, Concord, NH 03302-1016
(603) 225-3295 / Rlittlefield@bm-cap.org

EDUCATION

High School – Winnacunnet High School, Graduated June 1966
College – Keene State College, Keene, NH, Graduated May 1971
Degree – Bachelor of Education

EMPLOYMENT

January 1980 – Present
Community Action Program Belknap-Merrimack Counties, Inc.
Executive Director

Responsible for the general administration of the agency which is comprised of 85 major programs and has an annual budget in excess of $37 million dollars and a staff of 410 employees.

June 1978 – January 1980
Southwestern Community Services, Inc., Keene, New Hampshire
Deputy Director

1976 – June 1978
Southwestern Community Services, Inc., Keene, New Hampshire
Head Start Director

1974 – 1975
Southwestern Community Services, Inc., Keene, New Hampshire
Program Coordinator-Food Stamp Program, Green Thumb Project, Nutrition West

1974 – Head Counselor, Summer Neighborhood Youth Corps

1972 – Assistant Head Start Director, Cheshire County Head Start
Claremont, New Hampshire

June 1971 – General Services Director

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Resume-R. Littlefield

BRIAN F. HOFFMAN

Community Action Program Belknap-Merrimack Counties, Inc.
P.O. Box 1016, Concord, NH 03302-1016
603-225-3295 / bhoffman@bm-cap.org

WORK EXPERIENCE

1981 – Present	DEPUTY DIRECTOR Community Action Program Belknap-Merrimack Counties, Inc. P.O. Box 1016, Concord, NH 03302-1016 Provides general supervision and direction to the program directors and assists with the development, planning, coordination and implementation of all agency services. Responsible for the financial operation of the Fiscal Department, the programs and the agency.
1978-1981	COMMUNITY SERVICES ADMINISTRATOR Southern New Hampshire Services, Inc. P.O. Box 5040, Manchester, NH 03108
1976-1978	DIRECTOR OF ELDERLY AFFAIRS Southern New Hampshire Services, Inc.
1974-1976	ASSISTANT DIRECTOR OF ELDERLY AFFAIRS Southern New Hampshire Services, Inc.

EDUCATION

University of New Hampshire
Durham, New Hampshire
Bachelor of Science
Recreation and Parks Administration – 1974

PROFESSIONAL ASSOCIATIONS

New Hampshire Public Television, Community Advisory Board (appointed 2013)
Treasurer, Board of Directors, New Hampshire Community Development Finance Authority (2006-Present)
New Hampshire Community Action Association
Secretary, Board of Directors, Bedford Firefighters Association (2011-Present)
Retired Volunteer Firefighter and EMT for Bedford Fire Department (30 years)
Baboosic Lake Association, Board of Directors, served as Vice-President and President (12 years)
Pointer Fish and Game Club, Board of Directors, served as Treasurer (5 years)

enr
Resume-B. Hoffman

SUSAN M. WNUK

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.
P.O. BOX 1016, CONCORD, NH 03302-1016
603-225-3295 / SWNUK@BM-CAP.ORG

EXPERIENCE

1992 to Present — **COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**
Director, Community Health and Nutrition Services

- Responsible for overall management of the WIC, and Commodity Supplemental Food Program, Family Planning, Prenatal, Teen Clinic, STD clinics, HIV Counseling and Testing Services
- Oversee planning, development, implementation and coordination of all program services for multiple programs and clinic locations
- Fiscal management including budget preparation, monitoring, fundraising, and reports for $1.6 million operating budget
- Oversee special grant projects including Fit WIC, Teen Pregnancy Prevention Project
- Participation in Smoking Cessation Learning Collaborative
- Development and implementation of policies and procedures
- Responsible for grant management and report preparation

1991-1992 — Director, Family Planning, Prenatal, STD Clinics and HIV Counseling and Testing Services

- Initiated development and implementation of comprehensive Prenatal program clinical services in Belknap County for low-income women
- Integrated all program services to provide access to comprehensive care

1989-1992 — Director, Family Planning, STD Clinics and HIV counseling and Testing Services

- Coordinated development of STD Clinic Services in three County area including obtaining initial grant funding
- Fiscal, personnel, program management of all services

1987-1989 — Director, Family Planning and HIV Counseling and Testing Services

- Obtained grant funding to initiate development of HIV Counseling and Testing Services
- Integrated services into Family Planning Clinic

1986-1987 — Family Planning Program Director

- Responsible for the overall fiscal, programmatic and personnel management of a Title X funded Family planning program in a three County area.
- Initiated program development activities and expansion of services

1980-1985 — **CONCORD HOSPITAL, CONCORD NEW HAMPSHIRE**
Social Worker – Social Services Department

- Evaluation of emotional, social and economic stresses of illness.
- Developed patient care plans including financial assessment, discharge planning needs, home supports, and transfer for patients in maternity/newborn nursery, ICU, nephrology/dialysis, and urology units.
- Liaison between medical staff, patient, families and community agencies.
- Coordinated adoptions with public and private organizations.
- Provided assessments for guardianships hearings.
- Initiated protective service referrals for infants, children and seniors.
- Coordinated transfers to skilled, intermediate level nursing homes, group homes, and facilities providing traumatic head injury and spinal cord care.

EDUCATION

1977 Massachusetts College of Liberal Arts
North Adams, MA
Bachelor of Arts Degree Majors: History and Sociology

PROFESSIONAL ASSOCIATIONS

Board of Directors and Committees

- National Commodity Supplemental Food Program Association – Board of Directors 1999-2000
  Vice President 2010 – President 2011
- New Hampshire WIC Directors Association – 1992-Present
  Chairperson 2010-present Secretary 2000-2008
- Health First Family Care Center – Board of Directors January 2009 - present
- Lakes Region Partnership for Public Health - Board of Directors 2005-present
- Central New Hampshire Health Care Partnership – Founding member 2008 - present
- HEAL - Practice Committee 2009-present
  Lakes Region HEAL- 2009- present
  CCNTR HEAL – 2009-present
- Bi-State Primary Care Association – Government Relations Committee 2004-present
- Whole Village Family Resource Center – Board of Directors 1995-2000
  Chair Personnel Committee 1996-2000
- Capital Area Wellness Coalition - 2010-present

Government

- District Council Participant – 1996-Present
- Legislative Task Force on Perinatal Substance Abuse – 1993-2002
- Legislative Study Committee on Premature Births – 1991
- Attorney General's Task Force on Child Abuse and Neglect – 1990-1993

Memberships

- National WIC Association – 1994-Present
- New Hampshire Public Health Association – 1993-Present
- American Public Health Association – 1986-Present
- National Family Planning and Reproductive Health Association – 1986-Present

COMMUNITY & VOLUNTEER

- Bow School District Wellness Committee - 2004-present
- Bow POPS (Parents of Performing Arts Students) 2005-present – Vice President 2009-2010
- Coach – Boys Indoor Soccer Team - 2008-2010

Rachel Deveau

Community Action Program Belknap-Merrimack Counties, Inc.
P.O. Box 1016, Concord, NH 03302-1016
(603) 524-5453 / rdeveau@bmcap.org

Education

1996-1998 Bachelor of Social Work Degree, Wheelock College Boston, MA
Social Work and Human Development Double Major

1993-1996 Psychology Major with a Concentration in Learning and Development
Framingham State College Framingham, MA

Employment

2010-present **Community Health and Social Services Specialist**
Family Planning, Prenatal, Teen Clinic, STD/HIV Program
Belknap-Merrimack Counties CAP, Inc. Ossipee/Laconia, NH
Insure the availability of social work services to the Prenatal Program patients, include pychosocial assessment, supportive counseling, referrals to community resources, NH Healthy Kids /Medicaid application assistance. Responsible for operation of office sites in Ossipee and Laconia, including patient and community education and outreach, risk-reduction counseling, medical services support and referral and Medicaid claims billing.

2003-2010 **Site Manager**
Manage busy Title X clinics including assessing sliding scale fees, appointment scheduling, Medicaid billing, and medical record keeping. Provide reproductive health and risk reduction counseling, advocacy and referrals, community education and patient outreach.

2001-2003 **Executive Director**
Families Matter in Carroll County Center Ossipee, NH
Oversaw all aspects of agency programming, operations and budget management, fundraising and grant writing, reporting and evaluation for Family Resource Center. Supported state licensed and license-exempt family child care and center-based providers with recruitment and training.

1998-2001 **Community Child Care Coordinator**
Recruited and provided technical assistance to child care providers. Coordinated and facilitated workshops to meet state licensing standards. Established a satellite office and pilot project site. Provided parent education, advocacy, resource and referral. Facilitated literacy based parent-child playgroups. Handled public relations and media advertising.

1997-1998 **Home Visitor**
Crittenton Hastings House Brighton, MA
Provided comprehensive case management for pregnant and parenting teens in their homes and at a transitional living program. Promoted family health by way of tracking prenatal care, child lead levels and immunizations, and performed child development screenings. Referred families to community resources and services. Developed and implemented support groups for young parents and facilitated parent-child playgroups.

JANICE M. ROWLEY
Community Action Program Belknap-Merrimack Counties, Inc.
P.O. Box 1016, Concord, NH 03302-1016
(603) 524-5453 / jrowley@bmcap-lrfc.org

EDUCATION

10/85-1/86	Nurse Practitioner Program of University of Pennsylvania School of Nursing, Planned Parenthood Federation of America and Family Planning Council of S.E. Pennsylvania Certificate Program
9/8/86	Certification-NAACOG Obstetric-Gynecologic Nurse Practitioner
1963-1966	Holy Cross School of Nursing South Bend, Indiana – Diploma Program
1959-1963	St. Francis deSales High School Chicago, Illinois – Diploma

EMPLOYMENT

Community Action Program Belknap-Merrimack Counties, Inc.
Family Planning/Prenatal Programs, Laconia, New Hampshire

1989-Present	Clinical Coordinator – Responsible for all aspects of medical services, including provision of medical services, supervision of medical staff, program compliance and quality assurance. Oversees coordination of medical with other program components. Oversees operation of HIV and STD services.
1986-1989	Nurse Practitioner – Provide medical services under clinical guidelines.
1984-1985	Program Nurse
1981-1986	Lakes Region General Hospital, Laconia, New Hampshire Staff Nurse-Emergency Room
1973-1981	Laconia Clinic, Laconia, New Hampshire Supervisor of OB-GYN Department
1971-1972	Westminister School, Simsbury, Connecticut School Nurse
1970-1971	St. Vincent's Hospital, Bridgeport, Connecticut Staff Nurse-Med/Surg Floor
1969-1970	V.A. Hospital, San Francisco, California Staff Nurse-Med/Surg Floor
1969-1971	Camp Pinehurse, Raymond, Maine – Camp Nurse
1968-1969	Munster Clinic, Highland, Indiana Assistant to G.P. – Allergist
1966-1967	St. Joseph's Hospital, South Bend, Indiana Charge Nurse-Med/Surg Floor

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

Bidder/Program Name: Community Action Program Belknap-Merrimack Counties, Inc.

Budget Request for: RFP #14-DPHS-MCH-FPPS-08 - Family Planning
(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	$ 152,557.00	$ -	$ 152,557.00	
2. Employee Benefits	$ -	$ -	$ -	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ 18,061.00	$ -	$ 18,061.00	
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	$ 170,618.00	$ -	$ 170,618.00	
Indirect As A Percent of Direct		0.0%		

PMT

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

Bidder/Program Name: Community Action Program Belknap-Merrimack Counties, Inc,

Budget Request for: RFP #14-DPHS-MCH-FPPS-08 - Family Planning TANF
(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	$ 29,662.00	$ -	$ 29,662.00	
2. Employee Benefits	$ 5,652.00	$ -	$ 5,652.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ 8,000.00	$ -	$ 8,000.00	
Medical	$ -	$ -	$ -	
Office	$ -	$ -	$ -	
6. Travel	$ 2,000.00	$ -	$ 2,000.00	
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	$ 45,314.00	$ -	$ 45,314.00	

Indirect As A Percent of Direct 0.0%

PMT

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

Bidder/Program Name: Community Action Program Belknap-Merrimack Counties, Inc,

Budget Request for: RFP #14-DPHS-MCH-FPPS-08 - Family Planning
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 152,557.00	$ -	$ 152,557.00	
2. Employee Benefits	$ -	$ -	$ -	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ 18,061.00	$ -	$ 18,061.00	
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	**$ 170,618.00**	**$ -**	**$ 170,618.00**	

Indirect As A Percent of Direct 0.0%

PMM

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

Bidder/Program Name: Community Action Program Belknap-Merrimack Counties, Inc,

Budget Request for: RFP #14-DPHS-MCH-FPPS-08 - Family Planning TANF
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 29,662.00	$ -	$ 29,662.00	
2. Employee Benefits	$ 5,652.00	$ -	$ 5,652.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ 8,000.00	$ -	$ 8,000.00	
Medical	$ -	$ -	$ -	
Office	$ -	$ -	$ -	
6. Travel	$ 2,000.00	$ -	$ 2,000.00	
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	$ 45,314.00	$ -	$ 45,314.00	

Indirect As A Percent of Direct 0.0%

PMT

Subject: Family Planning

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 Child Health Services		**1.4 Contractor Address** 1245 Elm Street Manchester, NH 03101	
1.5 Contractor Phone Number 603-629-9707	**1.6 Account Number** 05-95-90-902010-5530-102-500734 05-95-45-450010-6146-502-500891	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $107,171.73
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 Lisa DiBrigida MD		**1.12 Name and Title of Contractor Signatory** Lisa DiBrigida, MD Medical Director	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 4/30/13 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 Catheryn Burchett [Seal]	CATHERYN BURCHETT, Notary Public My Commission Expires August 19, 2014
1.13.2 Name and Title of Notary or Justice of the Peace Catheryn Burchett, Notary Public	
1.14 State Agency Signature Lisa LB	**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: 27 May 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.

8. EVENT OF DEFAULT/REMEDIES.

JAD
4/30/13

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

Contractor Initials: MD
Date: 4/30/13

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.

Contractor Initials: YAD
Date: 4/30/13

NH Department of Health and Human Services

Exhibit A

Scope of Services

Family Planning Services

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

CONTRACTOR NAME: **Child Health Services**

ADDRESS: **1245 Elm Street**
Manchester, NH 03101
Social Services Director: **Katy Burchett**
TELEPHONE: **603-629-9707**

The Contractor shall:

I. General Provisions

A) Eligibility and Income Determination

Family Planning (FP) services will be provided to individuals of childbearing ages in New Hampshire (NH) who request such services. Preference will be given to clients who live within the Contractor's service area. Special emphasis will be placed on serving adolescents and individuals in low-income families (defined as ≤ **250%** of the U.S. Department of Health & Human Services "Poverty Guidelines").

1. The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

2. The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.

3. Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.

4. Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.

5. The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

Contractor Initials: KAD
Date: 4/30/13

B) Numbers Served

The FP Program will provide comprehensive reproductive health care to include age-appropriate clients, anticipatory guidance, education, assessment, counseling on preconception health care (reproductive life plan) and referrals for nutrition services, substance abuse, domestic violence, sexual assault and other health related issues.

C) 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. Provide clients of limited English proficiency (LEP) with interpreter 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 clients 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. 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, language line).

D) 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 301 as most currently amended (1/05).

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 Offences.

3. Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

E) Relevant Policies and Guidelines

Contractors operate, at minimum, in accordance with the following:

Contractor Initials: AAD
Date: 4/30/13

1. The (Federal) Office of Population Affairs, Office of Family Planning, *Program Guidelines for Project Grants for Family Planning Services*, dated January 2001, and subsequent amendments, program instructions and clarifications.

2. National program priorities established by the Office of Population Affairs.

3. The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.

4. The Contractor must submit to MCHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.

5. The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

F) Publications Funded Under Contract (Standard Language)

1. The DPHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DPHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.

2. All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.

3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

G) Subcontractors

1. If any service required by this exhibit is provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract.

2. In addition, the original DPHS Contractor will remain liable for all requirements included in this exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A. Service Requirements

1. Clinical Services

In addition to following the federal and state guidelines outlined above, clinical services will be guided by the protocol and practice guidelines established by the Contractor and will be supervised by a medical director qualified to oversee obstetric and gynecological care.

Contractor Initials: RHD
Date: 4/30/13

2. HIV Counseling and Testing

HIV counseling and testing provided by family planning Contractors must conform to CDC's *Fundamentals of HIV Prevention Counseling* and staff providing this counseling must be trained in this counseling model.

3. Health Education Materials

Health education materials are to be reviewed according to Federal Program Guidelines for Project Grants for Family Planning Services (reference section 6.8) and the NH State Family Planning Program's Information and Education Policy on the review, approval, and distribution of family planning materials. Delegate agencies may be asked to work with the State in identifying consumer volunteers to review educational materials in order to provide consumer input. Any and all materials an agency develops for marketing or patient education must be submitted, in its final draft form, for approval before printing or duplicating it in quantity.

4. Sterilization Services

Those Contractors providing sterilization services will adhere to all federal sterilization requirements as outlined in the Federal Program Guideline's Attachment C, *Sterilization of Persons in Federally Assisted Family Planning Projects* and subsequent revisions or amendments related to this federal requirement.

5. Transitional Assistance for Needy Families (TANF) and Title X FP Collaborative

The TANF and Title X Collaborative will conduct statewide activities to support knowledge of and access to FP services by populations in need, with a particular emphasis on Medicaid-eligible women and adolescents at risk for pregnancy. The Contractor shall produce a plan that documents a promotional & partnership building strategy and marketing/outreach campaign that includes identification of the target population, details, activities and projects for reaching the target population and specifies evaluation measures. The NH FP & Contractors will review the plan on an on-going basis to monitor progress towards outcomes and overall project goals.

6. Research

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform the Division of Public Health Services, Maternal and Child Health Section prior to initiating any research related to this contract.

7. School-based Education Programs

Contractors must enter into a written agreement with any school where the Contractor will implement sexuality education programs for students under the age of 18. The agreement must be signed by the school principal/or designee and must include a statement that information was provided to parents which offered the opportunity for the parents to opt their child out of any program to which the parent objects.

B) Staffing Provisions

1. Staff Training and Qualifications

Documentation will be available to show that all staff members employed in the Family Planning program has adequate training to fulfill their activities. Staff performing clinical functions will have NH licensing that is required for their responsibilities. Each agency will employ appropriate credentialing procedures to assure that clinical staffs have appropriate education and experience for their responsibilities.

Contractor Initials: RAD
Date: 4/30/13

2. **Medical Director Participation**

Each agency will have the services of a medical director who has special training and/or experience in family planning services. For each Contractor, the medical director and the clinical staff shall participate in the development and approval of specific guidelines for medical care that meet or exceed these minimal standards. In addition, the medical director shall participate in QI activities and be available to other staff for consultation.

3. **Community Education & Partnership Development**
The Contractor will designate one staff member or committee responsible for the coordination and development of a community education and outreach plan, to include partnership development so as to increase utilization of family planning services. A community education & outreach report will be required, as well as any supporting documentation that supports the development of partnerships with key community stakeholders.

4. **Staffing Changes**

New Hires
The Contractor shall notify the Maternal and Child Health Section (MCHS) 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 shall accompany this notification.

Vacancies
The Contractor must notify MCHS in writing of key positions (agency executive director, agency fiscal director, medical director, site manager, community educator, teen clinic coordinator, TANF coordinator) vacant for more than three months. This may be done through a budget revision. In addition, MCHS must be notified in writing if at any time any site funded under this agreement does not have adequate clinical and administrative staffing to perform all required services for more than one month.

C) Coordination of Services

1. The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.

2. As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.

3. As part of the Family Planning Workplan process, each Contractor will make plan explicitly identifying community services providers who will be contacted for face-to-face meetings intended to build partnerships, increase coordination and referrals with other providers.

D) Meetings and Trainings

The Contractor will be responsible to send staff to meetings and training required by the family planning program, including but not limited to: medical director's meetings, family planning director's meetings, community educator/clinic coordinators meetings, data training and review meetings and family planning orientation.

Contractor Initials: DAD
Date: 4/30/13

III. Quality or Performance Improvement (QI/PI)

A) Workplans

1. Performance Workplans must be submitted and are used to monitor achievement of standard measures of performance of the services provided under this contract. Said workplan is incorporated herein by reference.

2. Performance Workplans and Workplan Outcome Reports will be completed according to the schedule and instructions provided by MCHS. The workplans are a key component of the DPHS and MCHS performance based contracting system and of this contract.

3. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS in to the agency's QI/PI plan. Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets. If the Contractor's performance is above the defined target, no additional information will need to be provided. It will be the understanding that activity and evaluation efforts were effective in reaching the desired outcome. If the Contractor's performance is below the defined target, an explanation must be provided of why and what action steps (corrective action plan) will be taken to improve performance.

4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the Contractor with reasonable notice of such changes.

B) Data and reporting requirements

In addition to Performance Workplans and Outcome Reports, the Contractor shall submit to MCHS the following data used to monitor program performance:

1. 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.

2. The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

3. Completed UDS tables reflecting program performance in the previous calendar as requested by DPHS.

4. A copy of the Contractor's updated Sliding Fee Scale including the amounts(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.

5. An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.

6. Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.

7. By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report.

Contractor Initials: JAD
Date: 4/30/13

8. As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.

9. Comply with all Family Planning Program and STD/HIV Prevention Bureau requirements for reporting chlamydia testing.

C)On-site reviews

1. The Contractor shall allow a team or person authorized by the MCHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical services management, financial management and design and delivery of educational services to assure systems are adequate to provide the contracted services.

2. Reviews shall include client record reviews to measure compliance with this exhibit.

3. 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.

4. On-site reviews may be waived or abbreviated at the discretion of MCHS, upon submission of satisfactory reports of reviews such as Health Services Resources Administration (HRSA): Office of Performance Review (OPR), or reviews from nationally accreditation organizations such as the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), the Community Health Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Healthcare (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.

Contractor Initials: JM

Date: 4/30/13

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Family Planning Services

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

CONTRACTOR NAME: **Child Health Services**

ADDRESS: **1245 Elm Street**
Manchester, NH 03101
Social Services Director: **Katy Burchett**
TELEPHONE: **603-629-9707**

Vendor #177266-B002 Job #90080203 Appropriation #05-95-90-902010-5530-102-500734
#45130203 #05-95-45-450010-6146-502-500891

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:

   $44,651.87 for Family Planning Services, funded from 60% ($26,791.12) federal funds from Title X Family Planning (CFDA #93.217), and 40% ($17,860.75) general funds in SFY 14.

   $52,639.86 for Family Planning Services, funded from 63% ($33,163.11) federal funds from Title X Family Planning (CFDA #93.217), and 37% ($19,476.75) general funds in SFY 15.

   $9,880.00 for Family Planning Services - TANF, funded from 100% US Department of Health and Human Services, Administration for Children and Families funds (CFDA #93.558) in SFY 14 and 15.

TOTAL: $107,171.73

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 up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.

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.

Contractor Initials: SAM
Date: 4/30/13

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: LAD
Date: 4/30/13

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;

Contractor Initials: DAD

Date: 9/30/13

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.

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Date: 4/30/13

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.

Contractor Initials: DAD
Date: 4/30/13

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).

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 insurance in the amount of $2 million per incident and instead, accept the insurance provided by contractor in the amount of $1 million 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.

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Contractor Initials: DAD
Date: 4/30/13

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.

Contractor Initials: KAD
Date: 4/30/13

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: LAD

Date: 4/30/13

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

Contractor Initials: RAD
Date: 4/30/13

(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.

Child Health Services **From: July 1, 2013** or date of G&C Approval, whichever is later **To: June 30, 2015**

Contractor Name **Period Covered by this Certification**

Lisa A. Brigida, MD Medical Director

Name and Title of Authorized Contractor Representative

Lisa D'Brigida MD 4/30/13

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.

Lisa DiBrigida MD	Medical Director
Contractor Signature	**Contractor's Representative Title**
Child Health Services	4/30/13
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).

Contractor Initials: MD
Date: 4/30/13

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.

Lisa DiBugnara MD	Medical Director
Contractor Signature	**Contractor's Representative Title**
Child Health Services	4/30/13
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.

Lisa DiBiggo MD — Medical Director

Contractor Signature — **Contractor's Representative Title**

Child Health Services — 4/30/13

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.

Lisa D Bugaski, MD	Medical Director
Contractor Signature	Contractor's Representative Title
Child Health Services	4/30/13
Contractor Name	Date

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY 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 Tile 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, TitleXIII, 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.

Contractor Initials: RAD

Date: 4/30/13

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.

Contractor Initials: KAD
Date: 4/30/13

(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.

Contractor Initials: MD

Date: 4/30/13

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Contractor Initials: MAD

Date: 4/30/13

(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.

Contractor Initials: KAD
Date: 4/30/13

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

DIVISION OF PUBLIC HEALTH SERVICES	**Child Health Services**
The State Agency Name	Name of Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA L. BUJNO, MSN, APRN	Lisa DiBrigida MD
Name of Authorized Representative	Name of Authorized Representative
BUREAU CHIEF	Medical Director
Title of Authorized Representative	Title of Authorized Representative
5-30-2013	4/30/13
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.

Lisa DiBrigida, MD	Lisa DiBrigida, MD Medical Director
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Child Health Services	4/30/13
(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: [redacted] 956030480

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?

[redacted] NO [redacted] 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?

[redacted] NO [redacted] 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: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

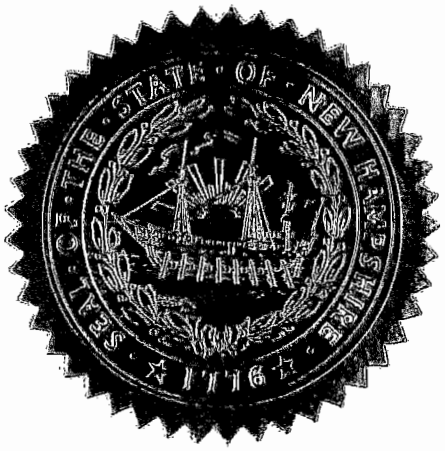
Name: [redacted] Amount: [redacted]

Contractor Initials: [redacted]
Date: 4/30/13

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 Child Health Services is a New Hampshire nonprofit corporation formed July 23, 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 1st day of April A.D. 2013

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Laurie Glaude, Board Clerk of Child Health Services, do hereby certify that:

1. I am the duly elected Board Clerk of Child Health Services;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Child Health Services, duly held on February 6, 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 Medical Director 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. Lisa DiBrigida, MD is the Medical Director of the Corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 24th, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Clerk of Child Health Services this 24th day of Mayl, 2013.

Laurie Glaude, Board Clerk

STATE OF NH

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24th day of May, 2013 by Laurie Glaude in his/her capacity as Board Clerk of Child Health Services, on behalf of said entity.

Notary Public/Justice of the Peace
My Commission Expires:

CATHERYN BURCHETT, Notary Public
My Commission Expires August 19, 2014

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/5/2013

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

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

PRODUCER	CONTACT NAME: Kari Reeves
FIAI/Cross Ins-Manchester 1100 Elm Street Manchester NH 03101	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kreeves@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Maryland Casualty Co	19356
INSURER B: Maine Employers Mutual Ins Co.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CHILD HEALTH SERVICES, INC.
1245 ELM ST

MANCHESTER NH 03101

COVERAGES CERTIFICATE NUMBER: CL1292072344 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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			PAS000105207	9/7/2012	9/7/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3102801035 (3a.) NH All officers included	9/7/2012	9/7/2013	X WC STATU-TORY LIMITS OTH-ER 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)
Refer to policy for exclusionary endorsements and special provisions. 10 Day Cancellation for Non-Payment of Premium

CERTIFICATE HOLDER

NH Department of Health & Human Services
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

Kari Reeves/KAS Kari A. Reeves

HOWE RILEY+ HOWE
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Child Health Services
Manchester, New Hampshire

We have audited the accompanying statements of financial position of **Child Health Services** (a New Hampshire nonprofit corporation) 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 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, 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 opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Child Health Services as of June 30, 2012 and 2011, 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 December 13, 2012 on our consideration of Child Health Services' 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 read in conjunction with this report in assessing the results of our audit.

Our audits were conducted for the purpose of forming an opinion on the financial statements of Child Health Services taken as a whole. The accompanying schedule of expenditures of federal awards as of June 30, 2012 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 schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Howe, Riley + Howe, PLLC

December 13, 2012

CHILD HEALTH SERVICES
Statement of Functional Expenses
For the Year Ended June 30, 2012

	Clinical Services	Special Medical Services and ISG	Teen Health Clinic	Special Projects, Advocacy and Other	Total Program Services	Management and General	Fundraising	Total Supporting Services	Total
Salaries	807,448	471,346	140,002	17,644	1,436,440	132,450	89,649	222,099	1,658,539
Payroll taxes	82,391	52,011	13,978	1,472	149,852	12,904	8,127	21,031	170,883
Employee benefits	153,464	74,830	22,617	1,685	252,596	22,992	14,250	37,242	289,838
Audit fees	-	-	-	-	-	26,600	-	26,600	26,600
Consulting fees:									
Clinical	14,096	556,830	8,894	-	579,820	-	-	-	579,820
Administrative	-	3,523	-	-	3,523	-	1,022	1,022	4,545
Secretarial	-	14,106	-	-	14,106	-	-	-	14,106
Other	2,236	-	-	-	2,236	-	1,141	1,141	3,377
Interpretation services	54,685	5,665	788	-	61,138	-	-	-	61,138
Payroll processing	-	-	-	-	-	9,983	-	9,983	9,983
Financial service fees	-	-	-	-	-	58,100	-	58,100	58,100
Insurance	29,984	3,775	88	-	33,847	7,686	-	7,686	41,533
Development and fund raising costs	-	-	-	-	-	-	22,293	22,293	22,293
Program supplies	9,561	1,742	8,703	-	20,006	-	-	-	20,006
Office supplies	1,632	6,940	809	-	9,381	5,649	1,006	6,655	16,036
Printing	85	-	-	-	85	120	329	449	534
Minor equipment purchases and leases	1,584	6,396	-	-	7,980	11,724	1,624	13,348	21,328
Occupancy costs	21,452	10,682	6,490	2,989	41,613	15,878	1,216	17,094	58,707
Telephone	324	2,065	-	-	2,389	28,642	-	28,642	31,031
Parking costs	450	-	-	-	450	1,350	-	1,350	1,800
Information systems expense	7,034	11,081	-	-	18,115	4,813	1,131	5,944	24,059
Employee related costs:									
Auto mileage	512	15,702	-	-	16,214	258	-	258	16,472
Recruitment fees	4,438	-	-	-	4,438	273	-	273	4,711
Staff development	375	1,393	5,100	-	6,868	8,002	326	8,328	15,196
Vehicle costs	7,757	-	-	-	7,757	-	-	-	7,757
Special assistance to clients	14,046	227	1,685	-	15,958	-	-	-	15,958
Client transportation	36,865	-	-	-	36,865	-	-	-	36,865
Postage	25	27	-	-	52	6,454	310	6,764	6,816
Repairs and maintenance	826	-	-	-	826	9,163	2,671	11,834	12,660
Permits, licenses and fees	616	24	75	-	715	8,074	-	8,074	8,789
Miscellaneous	1,419	484	6,446	-	8,349	9,103	95	9,198	17,547
Interest expense	-	-	-	-	-	131	-	131	131
Total before depreciation and in-kind expenses	1,253,305	1,238,849	215,675	23,790	2,731,619	380,349	145,190	525,539	3,257,158
Loss on fixed asset disposal	15	9	330	-	354	2	2	4	358
Depreciation	21,896	11,209	8,004	2,487	43,596	17,705	1,691	19,396	62,992
In-kind expenses	4,573	322	-	-	4,895	15,915	2,000	17,915	22,810
Total expenses	$ 1,279,789	$ 1,250,389	$ 224,009	$ 26,277	$ 2,780,464	$ 413,971	$ 148,883	$ 562,854	$ 3,343,318

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

CHILD HEALTH SERVICES
Statement of Functional Expenses
For the Year Ended June 30, 2011

	Clinical Services	Special Medical Services and ISG	Teen Health Clinic	Special Projects, Advocacy and Other	Total Program Services	Management and General	Fundraising	Total Supporting Services	Total
Salaries	827,137	462,712	152,741	9,346	1,451,936	151,346	100,912	252,258	1,704,194
Payroll taxes	76,274	42,587	13,692	813	133,366	12,793	9,091	21,884	155,250
Employee benefits	157,926	68,888	27,356	1,198	255,368	26,512	12,256	38,768	294,136
Audit fees	-	-	-	-	-	27,900	-	27,900	27,900
Consulting fees:									
Clinical	23,830	509,071	2,616	-	535,517	-	-	-	535,517
Administrative	-	5,130	-	-	5,130	-	1,225	1,225	6,355
Development	-	-	-	-	-	-	-	-	-
Secretarial	-	17,274	-	-	17,274	-	-	-	17,274
Other	1,544	-	4,342	-	5,886	-	-	-	5,886
Interpretation services	59,520	7,342	1,444	754	69,060	-	-	-	69,060
Payroll processing	-	-	-	-	-	11,427	-	11,427	11,427
Financial service fees	-	-	-	-	-	56,787	-	56,787	56,787
Insurance	31,466	3,602	1,076	-	36,144	7,348	-	7,348	43,492
Development and fund raising costs	-	-	-	-	-	-	37,428	37,428	37,428
Program supplies	8,306	6,878	11,198	-	26,382	-	-	-	26,382
Office supplies	1,451	6,748	1,443	-	9,642	4,473	1,411	5,884	15,526
Printing	-	232	-	-	232	38	133	171	403
Minor equipment purchases and leases	630	5,286	28	-	5,944	9,044	235	9,279	15,223
Occupancy costs	19,264	10,796	6,476	4,511	41,047	16,049	1,229	17,278	58,325
Telephone	-	2,208	-	-	2,208	28,501	-	28,501	30,709
Parking costs	-	-	-	-	-	1,728	-	1,728	1,728
Information systems expense	256	2,994	135	-	3,385	5,714	-	5,714	9,099
Employee related costs:									
Auto mileage	342	14,479	-	-	14,821	93	-	93	14,914
Recruitment fees	1,938	-	161	-	2,099	-	-	-	2,099
Staff development	551	6,900	120	-	7,571	6,900	680	7,580	15,151
Vehicle costs	8,338	-	-	-	8,338	-	-	-	8,338
Special assistance to clients	17,681	689	2,999	-	21,369	-	-	-	21,369
Client transportation	33,774	-	-	-	33,774	-	-	-	33,774
Postage	51	123	-	-	174	6,989	44	7,033	7,207
Repairs and maintenance	200	-	-	-	200	13,123	2,644	15,767	15,967
Permits, licenses and fees	578	86	121	-	785	4,012	-	4,012	4,797
Miscellaneous	2,009	173	1,850	-	4,032	8,736	379	9,115	13,147
Interest expense	-	-	-	-	-	259	-	259	259
Total before depreciation and in-kind expenses	1,273,066	1,174,198	227,798	16,622	2,691,684	399,772	167,667	567,439	3,259,123
Loss on fixed asset disposal	-	-	-	-	-	-	-	-	-
Depreciation	36,137	11,223	8,306	2,481	58,147	15,629	2,071	17,700	75,847
In-kind expenses	13,043	-	100	-	13,143	17,558	336	17,894	31,037
Total expenses	$ 1,322,246	$ 1,185,421	$ 236,204	$ 19,103	$ 2,762,974	$ 432,959	$ 170,074	$ 603,033	$ 3,366,007

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

CHILD HEALTH SERVICES
Statements of Financial Position
June 30, 2012 and 2011

ASSETS

	2012	2011
Cash and cash equivalents	133,439	276,794
Accounts receivable (net of valuation allowance of $143,441 in 2012 and $66,360 in 2011)	278,427	184,886
Contributions receivable	122,718	117,453
Contributions receivable restricted for long-term purposes	10,000	21,342
Investments	1,951,639	2,029,584
Prepaid expenses and deposits	24,038	22,953
Cash restricted for the acquisition of property and equipment	71,670	77,063
Property and equipment, net of accumulated depreciation	404,893	447,855
Total assets	$ 2,996,824	$ 3,177,930

LIABILITIES AND NET ASSETS

LIABILITIES		
Line of credit	117,000	-
Note payable	20,000	30,000
Accounts payable	104,732	82,609
Other accrued expenses	51,285	59,502
Accrued payroll and related expenses	58,926	37,805
Accrued annual leave	94,385	74,029
Refundable advances	7,941	7,941
Total liabilities	454,269	291,886
NET ASSETS (DEFICIT)		
Unrestricted:		
Board designated	22,420	22,497
Undesignated	(28,606)	241,703
Total unrestricted	(6,186)	264,200
Temporarily restricted net assets	565,385	642,961
Permanently restricted net assets	1,983,356	1,978,883
Total net assets	2,542,555	2,886,044
Total liabilities and net assets	$ 2,996,824	$ 3,177,930

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

CHILD HEALTH SERVICES
Statement of Activities
For the Year Ended June 30, 2012

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
PUBLIC SUPPORT				
Received directly:				
Contributions	327,082	39,597	4,473	371,152
Special events	53,359	-	-	53,359
Received indirectly:				
Allocations by the United Way	33,453	130,000	-	163,453
Total public support	413,894	169,597	4,473	587,964
GRANTS	1,621,047	-	-	1,621,047
OTHER REVENUE				
Program fees	541,678	215,279	-	756,957
In-kind donations	29,310	-	-	29,310
Net investment income (loss)	(253)	(8,655)	-	(8,908)
Miscellaneous revenue	13,459	-	-	13,459
Total other revenue	584,194	206,624	-	790,818
NET ASSETS RELEASED FROM RESTRICTIONS				
Expiration of time restriction - United Way and advocate	164,649	(164,649)	-	-
Restrictions satisfied by payments for specified purposes	284,148	(284,148)	-	-
Total net assets released from restrictions	448,797	(448,797)	-	-
Total public support and revenue	3,067,932	(72,576)	4,473	2,999,829
EXPENSES				
Program services:				
Clinical services	1,279,789	-	-	1,279,789
Special medical services and ISG	1,250,389	-	-	1,250,389
Teen Health Clinic	224,009	-	-	224,009
Special projects, advocacy and other	26,277	-	-	26,277
Total program services	2,780,464	-	-	2,780,464

(Continued)

CHILD HEALTH SERVICES
Statement of Activities
For the Year Ended June 30, 2012

(Continued)

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Supporting services:				
Management and general	413,971	-	-	413,971
Fundraising	148,883	-	-	148,883
Total supporting services	562,854	-	-	562,854
Total expenses	3,343,318	-	-	3,343,318
CHANGES IN NET ASSETS, before net assets released from restrictions for capital expenditures	(275,386)	(72,576)	4,473	(343,489)
Net assets released from restrictions upon satisfaction of restriction for capital expenditures	5,000	(5,000)	-	-
CHANGES IN NET ASSETS	(270,386)	(77,576)	4,473	(343,489)
NET ASSETS - beginning of year	264,200	642,961	1,978,883	2,886,044
NET ASSETS (DEFICIT) - end of year	$ (6,186)	$ 565,385	$ 1,983,356	$ 2,542,555

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

CHILD HEALTH SERVICES
Statement of Activities
For the Year Ended June 30, 2011

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
PUBLIC SUPPORT				
Received directly:				
Contributions	551,573	14,974	5,679	572,226
Special events	79,311	-	-	79,311
Received indirectly:				
Allocations by the United Way	28,305	125,000	-	153,305
Total public support	659,189	139,974	5,679	804,842
GRANTS	1,727,281	-	-	1,727,281
OTHER REVENUE				
Program fees	538,962	142,598	-	681,560
In-kind donations	31,037	-	-	31,037
Net investment income	151,820	189,519	-	341,339
Miscellaneous revenue	14,463	-	-	14,463
Total other revenue	736,282	332,117	-	1,068,399
NET ASSETS RELEASED FROM RESTRICTIONS				
Expiration of time restriction - United Way and advocate	154,974	(154,974)	-	-
Restrictions satisfied by payments for specified purposes	276,607	(276,607)	-	-
Total net assets released from restrictions	431,581	(431,581)	-	-
Total public support and revenue	3,554,333	40,510	5,679	3,600,522
EXPENSES				
Program services:				
Clinical services	1,322,246	-	-	1,322,246
Special medical services and ISG	1,185,421	-	-	1,185,421
Teen Health Clinic	236,204	-	-	236,204
Special projects, advocacy and other	19,103	-	-	19,103
Total program services	2,762,974	-	-	2,762,974

(Continued)

CHILD HEALTH SERVICES
Statement of Activities
For the Year Ended June 30, 2011

(Continued)

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Supporting services:				
Management and general	432,959	-	-	432,959
Fundraising	170,074	-	-	170,074
Total supporting services	603,033	-	-	603,033
Total expenses	3,366,007	-	-	3,366,007
CHANGES IN NET ASSETS, before net assets released from restrictions for capital expenditures	188,326	40,510	5,679	234,515
Net assets released from restrictions upon satisfaction of restriction for capital expenditures	41,453	(41,453)	-	-
CHANGES IN NET ASSETS	229,779	(943)	5,679	234,515
NET ASSETS - beginning of year	34,421	643,904	1,973,204	2,651,529
NET ASSETS - end of year	$ 264,200	$ 642,961	$ 1,978,883	$ 2,886,044

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

CHILD HEALTH SERVICES
Statements of Cash Flows
For the Years Ended June 30, 2012 and 2011

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES:		
Changes in net assets	(343,489)	234,515
Adjustments to reconcile changes in net assets to net cash from operating activities:		
Depreciation and amortization	62,992	75,847
Contributions of marketable securities	(25,236)	(45,945)
Loss on fixed asset disposal	358	-
In-kind donation of fixed asset	(6,500)	-
Contributions restricted for long-term purposes	(4,473)	(5,679)
Realized and unrealized (gain) loss on investments	42,119	(307,417)
Investment income reinvested	(50,010)	(49,672)
Decrease (increase) in:		
Accounts receivable	(93,541)	(17,452)
Prepaid expenses and deposits	(1,085)	17,620
Contributions receivable	(5,265)	1,129
Increase (decrease) in:		
Accounts payable	17,123	30,246
Accrued expenses	(8,217)	12,332
Accrued payroll and related expenses	21,121	2,733
Accrued annual leave	20,356	16,592
Refundable advances	-	(28,013)
Net cash used for operating activities	(373,747)	(63,164)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from sale of securities	576,509	462,143
Acquisition of securities	(465,437)	(334,059)
Decrease (increase) in cash restricted for the acquisition of property and equipment, net	5,393	384
Additions to property and equipment	(8,888)	(42,397)
Net cash provided by investing activities	107,577	86,071
CASH FLOWS FROM FINANCING ACTIVITIES:		
Borrowings on line of credit, net	117,000	-
Payments received on contributions restricted for long-term purposes	6,342	28,251
Repayments for note payable	(5,000)	(5,000)
Contributions restricted for long-term purposes	4,473	5,679
Net cash provided by financing activities	122,815	28,930

(Continued)

CHILD HEALTH SERVICES
Statements of Cash Flows
For the Years Ended June 30, 2012 and 2011

	2012	2011
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(143,355)	51,837
CASH AND CASH EQUIVALENTS - beginning of year	276,794	224,957
CASH AND CASH EQUIVALENTS - end of year	$ 133,439	$ 276,794

SUPPLEMENTAL INFORMATION:

Interest paid on short-term borrowings	$ 131	$ 259

NON-CASH INVESTING AND FINANCING ACTIVITIES:

During the 2012 and 2011 fiscal years, the Organization received donations of stock valued at $25,236 and $45,945, respectively.

During the 2012 and 2011 fiscal years, the Organization's note payable was reduced by $5,000 each year for the portion forgiven (Note 14).

During 2012, the Organization received a fixed asset donation valued at $6,500.

At June 30, 2012, $5,000 of fixed asset additions were payable to vendors.

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

CHILD HEALTH SERVICES
Supplemental Information
Schedule of Expenditures of Federal Awards
June 30, 2012

Federal Grantor/Pass-through Grantor/Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Health and Human Services			
Pass-through programs from:			
State of New Hampshire, Department of Health & Human Services, Division of Public Health Services			
Maternal and Child Services (Primary care)	93.994	010-090-5190-102-500734	11,878
Maternal and Child Services (Teen Health Care)	93.994	010-090-5190-102-500731	24,000
State of New Hampshire, Department of Health & Human Services, Division of Community Based Care Services			
Comprehensive Nutrition Network	93.994	1005026	85,732
Community Based Care Services	93.994	1000523	52,838
Neuromotor Disabilities Program	93.994	1000531	104,409
Child Development Program Network	93.994	1000522	207,186
Total MCH Block Grant			486,043
State of New Hampshire, Department of Health & Human Services, Division of Public Health Services			
Family Planning Services	93.217	010-090-5530-102-500734	26,975
Personal Responsibility Education Program	93.092	010-090-1844-102-500731	30,172
Family Planning – TANF	93.558	010-045-6146-502-500891	4,981
State of New Hampshire, Department of Health & Human Services, Division of Community Based Care Services			
ARRA -Regional Child Development Clinic	84.393	ARRA 3.6	4,084
Catholic Medical Center			
Poisson Dental Facility	93.991		726
Bureau of Developmental Services			
Facets of Epilepsy Care in NH	93.110	010-093-5949-102-0731	34,112

(Continued)

CHILD HEALTH SERVICES
Supplemental Information
Schedule of Expenditures of Federal Awards
June 30, 2012

(Continued)

Federal Grantor/Pass-through Grantor/Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
State of New Hampshire, Department of Health & Human Services, Office of Minority Health and Refugee Affairs			
OMHRA Mini-Grant Mental Health	93.296	010-095-5010-95097003	2,000
Total Health and Human Services			589,093
U.S. Department of Housing and Urban Development			
Pass-through programs from:			
City of Manchester, NH			
Community Development Block Grant	14.218	211409	70,000
Community Development Block Grant	14.218	211308	20,000
Total Housing and Urban Development			90,000
U.S. Environmental Protection Agency			
Pass-through programs from:			
City of Manchester, NH			
Manchester's Multi-lingual Asthma Education and Outreach Program	66.110	213908	294
Total expenditures of federal awards			$ 679,387

Note 1 - The Schedule of Expenditures of Federal Awards is prepared on the cash basis of accounting. The information in this Schedule is presented in accordance with the requirement of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore some amounts presented in this Schedule may differ from amounts presented in or used in the preparation of the basic financial statements.

Note 2 - The City of Manchester Community Development block grant in the amount of $20,000 is a loan.

Child Health Services

Mission Statement

Established in 1980, Child Health Services is dedicated to improving the health and well being of at risk children and adolescents in the Greater Manchester area. A fully integrated system of bio-psychosocial health care, social services, nutrition services and behavioral and mental health services, CHS is a medical home designed to help children and families function to their full capacity.

CHILD HEALTH SERVICES

Board Of Directors *2013-2014*

Andrea G. Chatfield, Esq.
*11/2013***
Committee(s): Human Resources

Kathleen A. Davidson, Esq.
11/2013
Committee(s): Development

CHS - Secretary
Laurie Glaude, PHR
*11/2013***
Committee(s): Human Resources, Executive

CHS - Treasurer
Ted Krantz
*11/2013***
Committee(s): Finance, Executive

Gary Lindner, DMD
*11/2015***
Committee(s): Development, Executive

Robert MacPherson
11/2013
Committee(s): Human Resources

Christine Madden
*11/2013***
Committee(s): Finance

CHS – Vice-President
Denise McDonough
11/2013
Committee(s): Development, Executive

Brian McLaughlin
*11/2015***
Committee(s): Development

John M. Mercier
11/2013
Committee(s): Development

CHS President
Steven Paris, MD
1/2016
Committee(s): Professional Advisory, Executive

Timothy Riley
*11/2014***
Committee(s): Development, Executive

Norm Turcotte
*11/2013***
Committee(s): Development, Executive

REV January 2013 Child Health Services' by-laws limit Board members to six consecutive year of service. Terms of office are for three years.
** Denotes that a board member is serving a second term.

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Child Health Services - Teen Health Clinic

Name of Bureau/Section: Maternal Child Health - Family Planning

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
Katy Burchett, LICSW - Director	$58,500	5.00%	$3,184.85
Stephanie Prantis, MSW - Coordinator	$41,769	25.00%	$11,164.11
Lisa DiBrigida, MD - Medical Director	$94,567	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)			**$14,348.96**

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
Katy Burchett, LICSW - Director	$58,500	5.00%	$3,184.85
Stephanie Prantis, MSW - Coordinator	$41,769	25.00%	$11,164.11
Lisa DiBrigida, MD - Medical Director	$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)			**$14,348.96**

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.

CATHERYN BURCHETT
1245 Elm St.
Manchester, NH 03101
603 668-6629

EXPERIENCE

Child Health Services, Manchester, NH
Director, Behavioral Health and Family Support Programs April 2010 – Present

- Responsible for the Family Support and Behavioral Health Programs for a community-based medical clinic serving over 2000 low income children and their families in Manchester, NH.
- Supervise six full-time social service staff along with MSW student interns and VISTA volunteers.
- Develop and manage funding resources including local, state, and federal grant opportunities.
- Participate in local and statewide policy development and implementation around child and adolescent health.
- Member of Child Health Services Management Team participating in all aspects of agency planning and development.

Child Health Services – Teen Health Clinic, Manchester, NH
Teen Health Clinic Coordinator March 2008 – March 2010
Social Worker May 2005 – March 2010

- Provided information and referral, case management, and crisis intervention services to patients and families.
- Developed and implemented health education and prevention programming targeting adolescents.
- Developed, coordinated, and facilitated education and support groups for patients and families.
- Provided technical assistance to local providers and the community on adolescent health issues.
- Participated in local and statewide policy development and implementation around adolescent health issues.

Southern New Hampshire Medical Center, Nashua, NH
Clinical Social Worker 2004-2005

- Provided crisis intervention, case management, and supportive counseling services to patients and families.
- Provided referrals and resources as well as supportive counseling to oncology patients and their families in both inpatient and outpatient settings.
- Participated in hospital and community oncology related planning committees and initiatives.

Healthy Mothers, Health Babies, Seattle, WA
Hepatitis B Project Coordinator 2002-2003

- Developed, implemented, and managed statewide program to increase awareness of and immunization against hepatitis B.
- Participated in development and implementation of statewide immunization policy and project planning.
- Developed targeted hepatitis B prevention programs for specific high-risk populations including youth in secondary and high schools; youth in juvenile detention centers; and recent immigrant Asian and Pacific Islander communities.
- Provided professional consultation and technical assistance to local health jurisdictions, providers, and the community on hepatitis B prevention.

Washington Health Foundation, Seattle, WA
Statewide Campaign Coordinator, Campaign for Kids 2001 1999 -2001

- Developed, implemented and managed statewide program to increase enrollment of children in Medicaid and other health coverage plans.
- Provided policy and program analysis and developed advocacy strategies in support of improving access to healthcare; initiated and facilitated community discussion and input into state health policy and planning.
- Wrote and produced a high quality and innovative quarterly newsletter in support of the program.
- Managed VISTA volunteers at project sites around the state.
- Wrote major sections of Robert Wood Johnson Foundation grant and reports in support of the program.

Women's Healthcare Coordinator 1997-1999

- Developed and coordinated women's healthcare programming for the Community Health Access Program
- Identified and responded to gaps in healthcare access in the Seattle/King County community.

University of Washington Medical Center, Seattle, WA
Medical Social Worker, Women's and Children's Team 1994-1995

- Provided crisis intervention and case management services to patients and families.
- Developed, coordinated, and facilitated community education programs and family support groups.

Social Work Intern 1993-1994

- Provided crisis intervention and case management services to patients and families.
- Participated in various social services and healthcare community networks and advocacy groups.

YWCA of Seattle/King County, Seattle, WA
Social Work Intern 1992-1993

- Developed and prepared grant proposals for funding of emergency housing and job training programs and resources.
- Developed, prepared, and facilitated community job search support group for women.

US West New Vector Group, Bellevue, WA
Administrator, Purchasing and Materials Systems 1989-1994

- Provided system administration and support services and managed purchasing database.
- Developed and facilitated education and training programs for Purchasing and Materials Management departments.

Resource Center for Women and Families, Somerville, NJ
Case Manager 1986-1989

- Provided case management, counseling, and advocacy services to women and children in residential domestic violence program.
- Developed, coordinated, and facilitated support groups volunteer trainings and community education programs; supervised volunteers and student interns.

Morris County ARC, Morristown, NJ
Assistant Manager 1986

- Provided case management, counseling, and advocacy services to developmentally disabled adults in residential program.
- Managed operation of residence and supervision of staff

EDUCATION

University of Washington, Seattle, WA — 1994
MSW, Social Work
GPA 3.87

Tufts University, Medford, MA — 1985
BA Sociology
Graduated Cum Laude

STEPHANIE PRANTIS
1245 Elm St.
Manchester, NH 03101
603 668-6629

EXPERIENCE

5/08- Present **Teen Health Clinic** **Manchester, NH**

Program Coordinator/Social Worker

- Coordinate community based adolescent health and family planning clinic programs including managing staff and schedule; developing health programming; and supporting evaluation and outcome measurement efforts.
- Provide alcohol screening, education, and brief intervention to prevent and reduce the risk of underage and binge drinking among patients.
- Provide case management and crisis intervention services to meet the well-being needs of patients and their families.
- Provide ongoing assessments, information, and referrals to meet patient and families individual needs.
- Develop and implement health education and prevention programming targeting adolescents.

5/07 – 5/08 **Teen Health Clinic** **Manchester, NH**

Social Work Intern

- Provided information and referral, case management, and crisis intervention services to patients and families.
- Developed and implemented health education and prevention programming targeting adolescents; facilitated education group for patients.
- Participated in local and statewide policy development and implementation around adolescent health issues.

9/02 - 5/08 **University of New Hampshire Dimond Library** **Durham, NH**

Loan Department Student Assistant

- Provided patrons with assistance accessing library resources.
- Circulated materials; shelved and checked the order of books in the stacks.

9/05 – 5/06 **HUB Family Resource Center** **Dover, NH**

Social Work Intern

- Provided crisis intervention, case management, and supportive counseling services to families referred by Division of Children, Youth, and Families.
- Facilitated home visits with families focusing on improving parenting skills, practicing limit setting, developing effective discipline, and improving anger management.

6/03 - 8/04, Summers **Hebert Nursing Home** **Smithfield, RI**

Certified Nursing Assistant

- Provided patients with assistance with health care needs; provided bedside care and assisted with activities of daily living.

- Trained in CPR; performed basic nursing tasks including taking and recording blood pressure, temperatures, and weights.

8/00 – 8/02 **Overlook Nursing Home** **Pascoag, RI**

Certified Nursing Assistant

- Provided patients with assistance with health care needs; provided bedside care and assisted with activities of daily living.
- Trained in CPR; performed basic nursing tasks including taking and recording blood pressure, temperatures, and weights.

EDUCATION

May 2008 **University of New Hampshire** **Durham, NH**

- M.S.W., Social Work.

May 2006 **University of New Hampshire** **Durham, NH**

- B.A., Social Work

LISA ALLARD DIBRIGIDA, MS, MD
1245 Elm St
Manchester, NH 03101

EMPLOYMENT EXPERIENCE

MEDICAL

Medical Director, Manchester, NH — April 2008 to Present
Child Health Services

Pediatrician, Manchester, NH
Child Health Services — April 2003 to Present
Serve as a member of a primary health care team of professionals who provide a medical home for children and adolescents who have special needs: including those with developmental disabilities, those from low income homes and frequently those who are in families who have recently immigrated to the US.

Assistant Professor, Manchester, NH
Massachusetts School of Pharmacy — October 2000 to 2004
Teacher in the Physician's Assistant Program

- Newborn and Two Week Exam Class
- Adolescents I and II
- Physical Exam Skills Assessment

Pediatric Supervisor and Preceptor — April 2003 to Present

Pediatrician, Manchester, NH — September 1993 to February 1999
The Dartmouth Hitchcock Clinic

- Managed and provided care for children from infancy to adolescence
- Emphasized and specialized in, care for children with special needs, chronic healthcare conditions, and adolescent care
- Advocated for holistic family centered care for all children.

Hospital Staff, Manchester, NH — September 1993 to September 1999
Elliot Hospital/Optima Healthcare, Catholic Medical Center, and Optima Healthcare.

CONSULTANT

Community Advocate, NH

Early Learning NH 2006-2007

Lead Poisoning Prevention Advisory Group 2007-2009

Asthma Advisory Group 2005-2008

Child Care Consultant, Manchester, NH August 2001-2003

- Medical consultant on Comprehensive team that includes educator and mental health providers
- Consultant to three Child Care facilities in the city of Manchester
- Observation of children within their child care environment
- Recommend improvements
- Aide in the implementation of plans to help children with optimal growth and development

Child Care Consultant Trainer, Concord, NH November 1999 to 2001

- Team member with NH DHHS training participants to become Child Care Consultants
- Providing ongoing support and technical assistance to Day Care Centers in Manchester

EDUCATOR

Kindergarten Teacher, Bedford, NH September 2000, Dec 2000 to January 2001

Bedford Village Morning School
Substitute in classroom of 12 children

- Afternoon daily school program
- Classroom of 18-22 children - Fridays

Assistant Kindergarten Teacher, Manchester, NH 1984-1985
Greater Manchester Child Care Center

VOLUNTEER EXPERIENCE

VNA of Manchester, Board Member	2008-Present
YMCA, Board Member	2006-Present
Executive Advisory Board	2007- Present
The Bean Foundation, Trustee	2004-2010
Chairman	2007-2009
Easter Seal Society, Board Member	1995 -2000
Chairman of the Board	2001- 2002
Child & Family Services, Board Member	1993-1996

EDUCATION

Dartmouth Medical School, Hanover, NH	MD June 1990
Wheelock College, Boston, MA	MS in Early Intervention, August 1986
Dartmouth College, Hanover, NH Third Honors Group, 1984	BA in Psychology, June 1984
Phillips Exeter Academy, Exeter, NH	Graduated with Honors, June 1980

TRAINING

Internship and Residency, Dartmouth/Hitchcock Medical Center, 1990-1993

AFFILIATIONS

Manchester Healthy Leadership Council
Multidisciplinary Advisory Group meeting monthly, coordinated by the Manchester Health Department

New Hampshire Pediatric Society
Treasurer, 1999-2002
Chairman of Child Health Month Committee
Member of Executive Committee, 1994- 2004

PUBLICATIONS

AL Olson and LA DiBrigida
Depressive symptoms and work role satisfaction in mothers of toddlers.
Pediatrics, 1994 94:363-367

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

Bidder/Program Name: Child Health Services Teen Health Clinic

Budget Request for: Family Planning Program Services - BASIC
(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	$ 32,431.87	$ 3,200.00	$ 35,631.87	Standard agency indirect cost based on allocated general legal, management, audit, insurance, human resources, payroll, accounting, etc. = 15.95%. The actual total has been discounted to meet the limits of grant funds available – the additional amount of Indirect Fixed Cost will be covered by other CHS funds.
2. Employee Benefits	$ 6,000.00	$ 600.00	$ 6,600.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ 800.00	$ 80.00	$ 880.00	
Pharmacy	$ 1,000.00	$ 100.00	$ 1,100.00	
Medical	$ 400.00	$ 40.00	$ 440.00	
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	**$ 40,631.87**	**$ 4,020.00**	**$ 44,651.87**	

Indirect As A Percent of Direct 9.9%

RMT

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

Bidder/Program Name: Child Health Services Teen Health Clinic

Budget Request for: Family Planning - TANF
(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	$ 3,740.00	$ 380.00	$ 4,120.00	Standard agency indirect cost based on allocated general legal, management, audit, insurance, human resources, payroll, accounting, etc. = 15.95%. The actual total has been discounted to meet the limits of grant funds available – the additional amount of Indirect Fixed Cost will be covered by other CHS funds.
2. Employee Benefits	$ 750.00	$ 70.00	$ 820.00	
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	**$ 4,490.00**	**$ 450.00**	**$ 4,940.00**	

Indirect As A Percent of Direct 10.0%

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

Bidder/Program Name: Child Health Services Teen Health Clinic

Budget Request for: Family Planning Program Services - BASIC
(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	$ 37,719.86	$ 3,700.00	$ 41,419.86	Standard agency indirect cost based on allocated general legal, management, audit, insurance, human resources, payroll, accounting, etc. = 15.95%. The actual total has been discounted to meet the limits of grant funds available – the additional amount of Indirect Fixed Cost will be covered by other CHS funds.
2. Employee Benefits	$ 8,000.00	$ 800.00	$ 8,800.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ 800.00	$ 80.00	$ 880.00	
Pharmacy	$ 1,000.00	$ 100.00	$ 1,100.00	
Medical	$ 400.00	$ 40.00	$ 440.00	
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	**$ 47,919.86**	**$ 4,720.00**	**$ 52,639.86**	
Indirect As A Percent of Direct		9.8%		

PMT

FY

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Child Health Services Teen Health Clinic

Budget Request for: Family Planning - TANF
(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	$ 3,740.00	$ 380.00	$ 4,120.00	Standard agency indirect cost based on allocated general legal, management, audit, insurance, human resources, payroll, accounting, etc. = 15.95%. The actual total has been discounted to meet the limits of grant funds available – the additional amount of Indirect Fixed Cost will be covered by other CHS funds.
2. Employee Benefits	$ 750.00	$ 70.00	$ 820.00	
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	**$ 4,490.00**	**$ 450.00**	**$ 4,940.00**	
Indirect As A Percent of Direct		10.0%		

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FORM NUMBER P-37 (version 1/09)

Subject: Family Planning

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, Inc.		**1.4 Contractor Address** 250 Pleasant Street Concord, NH 03301	
1.5 Contractor Phone Number 603-227-7000 Ext. 4711	**1.6 Account Number** 05-95-90-902010-5530-102-500734 05-95-45-450010-6146-502-500891	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $253,155.74
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 Michael B. Green		**1.12 Name and Title of Contractor Signatory** Michael B. Green President + CEO	

1.13 Acknowledgement: State of NH, County of Merrimack

On 5/6/13, 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] Christina Decato

CHRISTINA DECATO
MY COMMISSION EXPIRES APRIL 18, 2017
NOTARY PUBLIC
NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

Christina Decato, notary

1.14 State Agency Signature Lisa L. Bujno	**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: 27 May 2013
1.18 Approval by the Governor and Executive Council By:	On:

5/6/13

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.

5/6/13

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

Contractor Initials: _____
Date: 5/6/13

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.

Contractor Initials: _____
Date: 5/16/13

NH Department of Health and Human Services

Exhibit A

Scope of Services

Family Planning Services

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

CONTRACTOR NAME: **Concord Hospital, Inc.**

ADDRESS: **250 Pleasant Street**
Concord, NH 03301
Family Health Center Director: **Marie Wawrzyniak**
TELEPHONE: **603-227-7000 ext. 4711**

The Contractor shall:

I. General Provisions

A) Eligibility and Income Determination

Family Planning (FP) services will be provided to individuals of childbearing ages in New Hampshire (NH) who request such services. Preference will be given to clients who live within the Contractor's service area. Special emphasis will be placed on serving adolescents and individuals in low-income families (defined as ≤ **250%** of the U.S. Department of Health & Human Services "Poverty Guidelines").

1. The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

2. The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.

3. Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.

4. Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.

5. The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

Contractor Initials: _____

Date: 5/6/13

B) Numbers Served

The FP Program will provide comprehensive reproductive health care to include age-appropriate clients, anticipatory guidance, education, assessment, counseling on preconception health care (reproductive life plan) and referrals for nutrition services, substance abuse, domestic violence, sexual assault and other health related issues.

C) 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. Provide clients of limited English proficiency (LEP) with interpreter 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 clients 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. 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, language line).

D) 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 301 as most currently amended (1/05).

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 Offences.

3. Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

E) Relevant Policies and Guidelines

Contractors operate, at minimum, in accordance with the following:

Contractor Initials: [signature]
Date: 5/6/13

1. The (Federal) Office of Population Affairs, Office of Family Planning, *Program Guidelines for Project Grants for Family Planning Services*, dated January 2001, and subsequent amendments, program instructions and clarifications.

2. National program priorities established by the Office of Population Affairs.

3. The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.

4. The Contractor must submit to MCHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.

5. The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

F) Publications Funded Under Contract (Standard Language)

1. The DPHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DPHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.

2. All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.

3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

G) Subcontractors

1. If any service required by this exhibit is provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract.

2. In addition, the original DPHS Contractor will remain liable for all requirements included in this exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A. Service Requirements

1. Clinical Services

In addition to following the federal and state guidelines outlined above, clinical services will be guided by the protocol and practice guidelines established by the Contractor and will be supervised by a medical director qualified to oversee obstetric and gynecological care.

Contractor Initials: _____
Date: 5/6/13

2. HIV Counseling and Testing

HIV counseling and testing provided by family planning Contractors must conform to CDC's *Fundamentals of HIV Prevention Counseling* and staff providing this counseling must be trained in this counseling model.

3. Health Education Materials

Health education materials are to be reviewed according to Federal Program Guidelines for Project Grants for Family Planning Services (reference section 6.8) and the NH State Family Planning Program's Information and Education Policy on the review, approval, and distribution of family planning materials. Delegate agencies may be asked to work with the State in identifying consumer volunteers to review educational materials in order to provide consumer input. Any and all materials an agency develops for marketing or patient education must be submitted, in its final draft form, for approval before printing or duplicating it in quantity.

4. Sterilization Services

Those Contractors providing sterilization services will adhere to all federal sterilization requirements as outlined in the Federal Program Guideline's Attachment C, *Sterilization of Persons in Federally Assisted Family Planning Projects* and subsequent revisions or amendments related to this federal requirement.

5. Transitional Assistance for Needy Families (TANF) and Title X FP Collaborative

The TANF and Title X Collaborative will conduct statewide activities to support knowledge of and access to FP services by populations in need, with a particular emphasis on Medicaid-eligible women and adolescents at risk for pregnancy. The Contractor shall produce a plan that documents a promotional & partnership building strategy and marketing/outreach campaign that includes identification of the target population, details, activities and projects for reaching the target population and specifies evaluation measures. The NH FP & Contractors will review the plan on an on-going basis to monitor progress towards outcomes and overall project goals.

6. Research

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform the Division of Public Health Services, Maternal and Child Health Section prior to initiating any research related to this contract.

7. School-based Education Programs

Contractors must enter into a written agreement with any school where the Contractor will implement sexuality education programs for students under the age of 18. The agreement must be signed by the school principal/or designee and must include a statement that information was provided to parents which offered the opportunity for the parents to opt their child out of any program to which the parent objects.

B) Staffing Provisions

1. Staff Training and Qualifications

Documentation will be available to show that all staff members employed in the Family Planning program has adequate training to fulfill their activities. Staff performing clinical functions will have NH licensing that is required for their responsibilities. Each agency will employ appropriate credentialing procedures to assure that clinical staffs have appropriate education and experience for their responsibilities.

Contractor Initials: _____

Date: 5/16/13

2. **Medical Director Participation**

Each agency will have the services of a medical director who has special training and/or experience in family planning services. For each Contractor, the medical director and the clinical staff shall participate in the development and approval of specific guidelines for medical care that meet or exceed these minimal standards. In addition, the medical director shall participate in QI activities and be available to other staff for consultation.

3. **Community Education & Partnership Development**

The Contractor will designate one staff member or committee responsible for the coordination and development of a community education and outreach plan, to include partnership development so as to increase utilization of family planning services. A community education & outreach report will be required, as well as any supporting documentation that supports the development of partnerships with key community stakeholders.

4. **Staffing Changes**

New Hires

The Contractor shall notify the Maternal and Child Health Section (MCHS) 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 shall accompany this notification.

Vacancies

The Contractor must notify MCHS in writing of key positions (agency executive director, agency fiscal director, medical director, site manager, community educator, teen clinic coordinator, TANF coordinator) vacant for more than three months. This may be done through a budget revision. In addition, MCHS must be notified in writing if at any time any site funded under this agreement does not have adequate clinical and administrative staffing to perform all required services for more than one month.

C) Coordination of Services

1. The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.

2. As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.

3. As part of the Family Planning Workplan process, each Contractor will make plan explicitly identifying community services providers who will be contacted for face-to-face meetings intended to build partnerships, increase coordination and referrals with other providers.

D) Meetings and Trainings

The Contractor will be responsible to send staff to meetings and training required by the family planning program, including but not limited to: medical director's meetings, family planning director's meetings, community educator/clinic coordinators meetings, data training and review meetings and family planning orientation.

Contractor Initials: _____

Date: 5/16/13

III. Quality or Performance Improvement (QI/PI)

A) Workplans

1. Performance Workplans must be submitted and are used to monitor achievement of standard measures of performance of the services provided under this contract. Said workplan is incorporated herein by reference.

2. Performance Workplans and Workplan Outcome Reports will be completed according to the schedule and instructions provided by MCHS. The workplans are a key component of the DPHS and MCHS performance based contracting system and of this contract.

3. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS in to the agency's QI/PI plan. Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets. If the Contractor's performance is above the defined target, no additional information will need to be provided. It will be the understanding that activity and evaluation efforts were effective in reaching the desired outcome. If the Contractor's performance is below the defined target, an explanation must be provided of why and what action steps (corrective action plan) will be taken to improve performance.

4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the Contractor with reasonable notice of such changes.

B) Data and reporting requirements

In addition to Performance Workplans and Outcome Reports, the Contractor shall submit to MCHS the following data used to monitor program performance:

1. 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.

2. The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

3. Completed UDS tables reflecting program performance in the previous calendar as requested by DPHS.

4. A copy of the Contractor's updated Sliding Fee Scale including the amounts(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.

5. An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.

6. Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.

7. By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report.

Contractor Initials: MBB
Date: 5/6/13

8. As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.

9. Comply with all Family Planning Program and STD/HIV Prevention Bureau requirements for reporting chlamydia testing.

C)On-site reviews

1. The Contractor shall allow a team or person authorized by the MCHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical services management, financial management and design and delivery of educational services to assure systems are adequate to provide the contracted services.

2. Reviews shall include client record reviews to measure compliance with this exhibit.

3. 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.

4. On-site reviews may be waived or abbreviated at the discretion of MCHS, upon submission of satisfactory reports of reviews such as Health Services Resources Administration (HRSA): Office of Performance Review (OPR), or reviews from nationally accreditation organizations such as the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), the Community Health Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Healthcare (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.

Contractor Initials: MAB

Date: 5/16/13

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Family Planning Services

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

CONTRACTOR NAME: **Concord Hospital, Inc.**

ADDRESS: **250 Pleasant Street**
Concord, NH 03301
Family Health Center Director: **Marie Wawrzyniak**
TELEPHONE: **603-227-7000 ext. 4711**

Vendor #177653-B011 Job #90080203 Appropriation #05-95-90-902010-5530-102-500734
#45130203 #05-95-45-450010-6146-502-500891

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:

   $90,574.74 for Family Planning Services, funded from 60% ($54,344.84) federal funds from Title X Family Planning (CFDA #93.217), and 40% ($36,229.90) general funds in SFY 14.

   $96,517 for Family Planning Services, funded from 63% ($60,805.71) federal funds from Title X Family Planning (CFDA #93.217), and 37% ($35,711.29) general funds in SFY 15.

   $66,064 for Family Planning Services - TANF, funded from 100% US Department of Health and Human Services, Administration for Children and Families funds (CFDA #93.558) in SFY 14 and 15.

TOTAL: $253,155.74

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 up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.

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.

Contractor Initials: MGD
Date: 5/16/13

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: MSD

Date: 5/6/13

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;

Contractor Initials: MSB

Date: 5/6/13

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.

Contractor Initials: MK

Date: 5/6/13

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.

Contractor Initials: [signature]
Date: 5/16/17

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.

Contractor Initials: MJB
Date: 5/16/13

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.

Contractor Initials: MAS
Date: 5/16/13

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: _____

Date: 5/16/13

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

Contractor Initials: MRD
Date: 5/6/13

(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, 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**

Michael B Green President + CEO

Name and Title of Authorized Contractor Representative

6 May 2013

Contractor Representative Signature **Date**

5/6/13

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.

[signature]	President + CEO
Contractor Signature	**Contractor's Representative Title**
Concord Hospital, Inc.	6 May 2013
Contractor Name	**Date**

5-16-13

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).

Contractor Initials: 

Date: 5/6/13

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.

[signature]	President + CEO
Contractor Signature	**Contractor's Representative Title**
Concord Hospital, Inc.	6 May 2013
Contractor Name	**Date**

5/6/13

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.

Michael B. Green — President + CEO

Contractor Signature — **Contractor's Representative Title**

Concord Hospital, Inc. — 6 May 2013

Contractor Name — **Date**

MBG 5/6/13

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.

[signature]	President + CEO
Contractor Signature	Contractor's Representative Title
Concord Hospital, Inc.	6 May 2013
Contractor Name	Date

5/6/13

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY 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 Tile 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, TitleXIII, 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.

Contractor Initials: MA

Date: 5/6/17

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.

Contractor Initials: _____

Date: 5/6/13

(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.

Contractor Initials: MSD

Date: 5/6/13

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Contractor Initials: _____
Date: 5/16/13

(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.

Contractor Initials: MB

Date: 5/6/13

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

DIVISION OF PUBLIC HEALTH SERVICES	**Concord Hospital, Inc.**
The State Agency Name	Name of Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA L. BUJNO, MSN, APRN	Michael B. Green
Name of Authorized Representative	Name of Authorized Representative
BUREAU CHIEF	President + CEO
Title of Authorized Representative	Title of Authorized Representative
5-30-2013	6 May 2013
Date	Date

5/6/13

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.

[redacted]	Michael B. Green President + CEO
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Concord Hospital, Inc.	5/6/13
(Contractor Name)	(Date)

MSB 5/6/13

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: [redacted]079977399

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: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Contractor Initials: [signature]

Date: 5/16/13

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 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

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 7th day of May, 2013.

(Corporate seal)

Mary Boucher
Secretary

State of NH, County of Merrimack

On this the 7th day of May, 2013, before me, Mary Boucher, 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 WITNETSS WHEREOF, I hereunto set my hand and official seal.

(Seal)

CHRISTINA DECATO
MY COMMISSION EXPIRES APRIL 18, 2017
NOTARY PUBLIC
NEW HAMPSHIRE

Christina Decato
Notary Public/Justice of the Peace

My Commission expires: April 18, 2017

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	NAIC #
INSURER A : Granite Shield Insurance Exchange	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CAPITAL REGION HEALTHCARE CORPORATION &
CONCORD HOSPITAL, INC.
ATTN: PEGGY CALLIHAN - RISK MANAGEMENT
250 PLEASANT STREET
CONCORD, NH 03301

COVERAGES **CERTIFICATE NUMBER:** NYC-005740287-12 **REVISION NUMBER:** 1

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			GSIE-PRIM-2013-101	01/01/2013	01/01/2014	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 12,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	X POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

Client#: 5835 CAPITALR

ACORD™ 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. 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	CONTACT NAME:	
William Gallagher Associates 470 Atlantic Avenue Boston, MA 02210	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Midwest Employers Casualty Comp	23612
INSURED Capital Region Healthcare Corporation Concord Hospital, Inc. 250 Pleasant Street Concord, NH 03301-2598	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EWC008213 SIR $450,000	10/01/2012	10/01/2013	X WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

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

MCD

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)

	2012	2011
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	4,452	4,181
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	29,642	27,818
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	7,311	7,583
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	14,000	4,500
	369,909	360,176
Less accumulated depreciation	(212,808)	(201,906)
Net property and equipment	157,101	158,270
	$ 474,199	$ 444,871

LIABILITIES AND NET ASSETS
(In thousands)

	2012	2011
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	9,721	9,755
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	79,993	68,761
Total liabilities	243,734	238,643
Net assets:		
Unrestricted	200,823	178,411
Temporarily restricted	12,890	12,092
Permanently restricted	16,752	15,725
Total net assets	230,465	206,228
	$ 474,199	$ 444,871

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

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

	2012	2011
Unrestricted revenue and other support:		
Net patient service revenue, net of contractual allowances and discounts	$420,578	$400,203
Provision for doubtful accounts	(27,565)	(24,173)
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	1,973	953
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	4,918	5,440
Total expenses	405,694	401,816
Income from operations	14,066	16,105
Nonoperating income:		
Unrestricted gifts and bequests	3,984	196
Investment income and other	2,079	10,938
Total nonoperating income	6,063	11,134
Excess of revenues and gains over expenses	$ 20,129	$ 27,239

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

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

	2012	2011
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	(15,369)	(16,396)
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	(503)	(148)
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	898	(533)
Increase (decrease) in permanently restricted net assets	1,027	(415)
Increase (decrease) in net assets	24,237	(9,505)
Net assets, beginning of year	206,228	215,733
Net assets, end of year	$230,465	$206,228

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

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

	2012	2011
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	(4,137)	(3,658)
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	6,456	6,270
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	1,429	1,241
Net cash (used) provided by financing activities	(8,569)	14,489
Net increase in cash and cash equivalents	24,271	1,723
Cash and cash equivalents at beginning of year	8,449	6,726
Cash and cash equivalents at end of year	$ 32,720	$ 8,449

See accompanying notes.

Concord Hospital 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.

Approved by Board of Trustees 10-21-02; Reaffirmed by Board 11-23-03, 11-15-04, 11-21-05, 11-20-06, 11-19-07, 11-17-08, 11-16-09, 10-18-10, 9-19-11, 9-24-12

CONCORD HOSPITAL

CONCORD HOSPITAL
TRUSTEES BY TERM

		Became CH Bd Member	Term Limit 4 consecutive 3 yr tms
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 – Bruce Burns (non-trustee)

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: Family Planning

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)	$ 330,666.00	0.00%	$0.00
P. Travis Harker, MD, Medical Director	$ 160,000.00	31.61%	$50,574.00
Marie N. Wawrzyniak, Director	$ 110,905.00	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)			**$50,574.00**

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
NEW POSITION, President and CEO	$ 500,000.00	0.00%	$0.00
P. Travis Harker, MD, Medical Director	$ 160,000.00	35.32%	$56,517.00
Marie N. Wawrzyniak, Director	$ 113,123.00	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)			**$56,517.00**

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.

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	Foundation for Healthy Communities
Member, Board of Trustees & Corporator	Merrimack County Savings Bank
Chair, Audit Committee	Merrimack County Savings Bank
Member, Board of Directors & Audit Comm.	Unitil Corporation
Member, Board of Directors	Concord General Mutual Insurance Co.
Adjunct Faculty	Dartmouth Medical School
Past Member &Past Chair, Board of Trustees	NH Hospital Association

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.

Formally recognized at Riverbend Community Mental Health's annual meeting for outstanding leadership, June, 2008.

Recipient of Modern Healthcare & Healthcare Information and Management Systems Society's CEO IT Achievement Award, recognizes healthcare CEOs who demonstrate leadership and a commitment to using information technology to advance their organization's goals, January, 2009.

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 HOSPITAL

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.

P. TRAVIS HARKER, MD, MPH

[redacted]

Positions & Employment

Concord Hospital, Concord, New Hampshire December 2006—Present
Medical Director, CH Family Health Centers, Concord and Hillsboro-Deering
Member, Accountable Care Organization Steering Committee 2011-present
Chair, Clinical Practice and Quality Improvement Committee, Concord Hospital Medical Group, 2010-present
- Activities include Strep algorithm, advance directives, ER utilization, readmission prevention.

Chair, Quality Improvement Committee of Family Health Center, 2006-present
- Oversee all quality improvement activities, prepare QI Annual Report, coordinate residency QI curriculum.

Clinical Leader, Family Health Center, 2006-2012
- Enact QI initiatives in the clinical setting, and coordinate resident outpatient curriculum.

Faculty, New Hampshire Dartmouth Family Medicine Residency Program, Leadership Preventive Medicine Residency Program

Dartmouth Leadership and Preventive Medicine Residency Program, Lebanon/Concord, New Hampshire June 2006—Present
Faculty
- Core faculty responsible for teaching leadership and improvement science, assessing the quality and importance of resident projects, and coaching residents through a yearlong longitudinal quality improvement experience.

Dartmouth Medical School, Hanover, New Hampshire June 2009—Present
Adjunct Assistant Professor of Community and Family Medicine

Concord Hospital, Concord, New Hampshire June 2002—December 2006
Family Medicine Intern & Resident, New Hampshire Dartmouth Family Practice Residency Program
Paul W. Ambrose Fellow in Leadership and Preventive Medicine, Dartmouth Leadership and Preventive Medicine Residency Program

Office of Disease Prevention and Health Promotion, Department of Health and Human Services, Washington DC June, 2001-June 2002
Research Fellow
- Prepared a patient-oriented, guide to healthy living focusing on the ten leading health indicators.
- Developed budget initiative to improve diabetes care.

Paul W. Ambrose Resident Physician Leadership Symposium, Koop Institute, Dartmouth Medical School, Hanover, New Hampshire September 2001 - April 2002
Founder/Director
- Coordinated and led a four-day workshop for resident leaders on leadership, advocacy, and creating change

Community and Public Health Institute, Washington DC September 2000 - April 2001
Founder/Director
- Coordinated and led a weekend workshop for medical student leaders on community needs assessment, policy development, and implementation of health initiatives.

Office of Disease Prevention and Health Promotion, Department of Health and Human Services, Washington DC October – November 2000
Student Intern
- Presentation on Healthy People 2010 and the leading health indicators for medical students.
- Coordinated a rural health breakout session for the Healthy People Consortium meeting.

American Medical Student Association, Reston, Virginia May 1998-May 1999
Legislative Affairs Director

- Represented 30,000 medical students on Capitol Hill and in other policy arenas.
- Education on pertinent health policy issues such as physician workforce issues, and managed care reform.
- Developed projects to increase physician-in-training activism and advocacy, including national voter registration drive, health policy internships, and letter writing campaigns.
- Managed National Primary Care Week grant
- Supervised health policy interns
- Planed 1999 AMSA National Convention.

Washington Health Policy Fellowship Program, Washington D.C Summer 1997
Intern, American Public Health Association, Office of Government Relations

Education

Dartmouth Medical School Center for the Evaluative Clinical Sciences, Hanover, New Hampshire September 2002—June 2006
MPH conferred, June 2006

The Ohio State University College of Medicine and Public Health, Columbus, Ohio September 1996—June 2001
MD conferred, June 2001

The Ohio State University College of Arts and Sciences, Columbus, Ohio September 1992—June 1996
BS Biology, with minor in Spanish, June 1996. Graduated Magna Cum Laude with Honors in the Liberal Arts.

Honors

- 40 Under 40 New Hampshire 2011, The New Hampshire Union Leader
- William F. Ashe Public Health Award 2001, The Ohio State University College of Medicine and Public Health
- Phi Beta Kappa 1996, The Ohio State University College of Arts and Sciences
- The Mortar Board National Senior Honor Society Ruth Weimer Mount Award 1996, The Ohio State University College of Arts and Sciences

Licensure & Certification

- Licensed Physician, New Hampshire Board of Medicine November 2006—Present
- Diplomate, American Board of Family Medicine August 2007—Present
- Federal Drug Enforcement Administration Registration November 2006—Present

Leadership Positions

- New Hampshire Medical Society, President 2012-Present
- New Hampshire Medical Society, Vice President/President Elect 2010-2012
- New Hampshire Medical Society, Executive Council. Young physician board member 2008 – 2010
- Concord YMCA, Board member 2007-2008

Professional Society Affiliations

- American Academy of Family Physicians
- American College of Preventive Medicine
- New Hampshire Medical Society
- Society of Teachers of Family Medicine

Invited Presentations & Posters

Marie N. Wawrzyniak, MS, RN

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 Tao 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.

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

Bidder/Program Name: Concord Hospital

Budget Request for: Family Planning 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	$ 50,574.74	$ -	$ 50,574.74	
2. Employee Benefits	$ -	$ -	$ -	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ 40,000.00	$ -	$ 40,000.00	
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	**$ 90,574.74**	**$ -**	**$ 90,574.74**	

Indirect As A Percent of Direct 0.0%

PMT

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

Bidder/Program Name: Concord Hospital

Budget Request for: Family Planning Services-TANF
(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	$ 33,032.00	$ -	$33,032.00	
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	$ 33,032.00	$ -	$33,032.00	

Indirect As A Percent of Direct 0.0%

PMT

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

Bidder/Program Name: Concord Hospital

Budget Request for: Family Planning 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	$ 56,517.00	$ -	$ 56,517.00	
2. Employee Benefits	$ -	$ -	$ -	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ 40,000.00	$ -	$ 40,000.00	
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	$ 96,517.00	$ -	$ 96,517.00	

Indirect As A Percent of Direct 0.0%

PMT

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

Bidder/Program Name: Concord Hospital

Budget Request for: Family Planning Services-TANF
(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	$ 33,032.00	$ -	$33,032.00	
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	**$ 33,032.00**	**$ -**	**$33,032.00**	

Indirect As A Percent of Direct 0.0%

JMT

Subject: Family Planning

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	**1.6 Account Number** 05-95-90-902010-5530-102-500734 05-95-45-450010-6146-502-500891	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $133,331.29
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 Adele D Woods		**1.12 Name and Title of Contractor Signatory** Adele D. Woods, CEO	

1.13 Acknowledgement: State of NH, County of Coos

On 4/29/13 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] Linda Blanchette

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

1.13.2 Name and Title of Notary or Justice of the Peace

Linda Blanchette, Notary Public

1.14 State Agency Signature Lisa L. Bujno	**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: 27 May 2013
1.18 Approval by the Governor and Executive Council By:	On:

adw
4/29/13

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.

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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

Contractor Initials: adw
Date: 4/29/13

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.

Contractor Initials: adw
Date: 4/29/13

NH Department of Health and Human Services

Exhibit A

Scope of Services

Family Planning 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
Executive Director: Adele Woods
TELEPHONE: 603-752-3669

The Contractor shall:

I. General Provisions

A) Eligibility and Income Determination

Family Planning (FP) services will be provided to individuals of childbearing ages in New Hampshire (NH) who request such services. Preference will be given to clients who live within the Contractor's service area. Special emphasis will be placed on serving adolescents and individuals in low-income families (defined as ≤ **250%** of the U.S. Department of Health & Human Services "Poverty Guidelines").

1. The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

2. The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.

3. Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.

4. Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.

5. The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

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B) Numbers Served

The FP Program will provide comprehensive reproductive health care to include age-appropriate clients, anticipatory guidance, education, assessment, counseling on preconception health care (reproductive life plan) and referrals for nutrition services, substance abuse, domestic violence, sexual assault and other health related issues.

C) 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. Provide clients of limited English proficiency (LEP) with interpreter 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 clients 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. 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, language line).

D) 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 301 as most currently amended (1/05).

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 Offences.

3. Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

E) Relevant Policies and Guidelines

Contractors operate, at minimum, in accordance with the following:

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1. The (Federal) Office of Population Affairs, Office of Family Planning, *Program Guidelines for Project Grants for Family Planning Services*, dated January 2001, and subsequent amendments, program instructions and clarifications.

2. National program priorities established by the Office of Population Affairs.

3. The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.

4. The Contractor must submit to MCHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.

5. The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

F) Publications Funded Under Contract (Standard Language)

1. The DPHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DPHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.

2. All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.

3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

G) Subcontractors

1. If any service required by this exhibit is provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract.

2. In addition, the original DPHS Contractor will remain liable for all requirements included in this exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A. Service Requirements

1. Clinical Services

In addition to following the federal and state guidelines outlined above, clinical services will be guided by the protocol and practice guidelines established by the Contractor and will be supervised by a medical director qualified to oversee obstetric and gynecological care.

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2. HIV Counseling and Testing

HIV counseling and testing provided by family planning Contractors must conform to CDC's *Fundamentals of HIV Prevention Counseling* and staff providing this counseling must be trained in this counseling model.

3. Health Education Materials

Health education materials are to be reviewed according to Federal Program Guidelines for Project Grants for Family Planning Services (reference section 6.8) and the NH State Family Planning Program's Information and Education Policy on the review, approval, and distribution of family planning materials. Delegate agencies may be asked to work with the State in identifying consumer volunteers to review educational materials in order to provide consumer input. Any and all materials an agency develops for marketing or patient education must be submitted, in its final draft form, for approval before printing or duplicating it in quantity.

4. Sterilization Services

Those Contractors providing sterilization services will adhere to all federal sterilization requirements as outlined in the Federal Program Guideline's Attachment C, *Sterilization of Persons in Federally Assisted Family Planning Projects* and subsequent revisions or amendments related to this federal requirement.

5. Transitional Assistance for Needy Families (TANF) and Title X FP Collaborative

The TANF and Title X Collaborative will conduct statewide activities to support knowledge of and access to FP services by populations in need, with a particular emphasis on Medicaid-eligible women and adolescents at risk for pregnancy. The Contractor shall produce a plan that documents a promotional & partnership building strategy and marketing/outreach campaign that includes identification of the target population, details, activities and projects for reaching the target population and specifies evaluation measures. The NH FP & Contractors will review the plan on an on-going basis to monitor progress towards outcomes and overall project goals.

6. Research

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform the Division of Public Health Services, Maternal and Child Health Section prior to initiating any research related to this contract.

7. School-based Education Programs

Contractors must enter into a written agreement with any school where the Contractor will implement sexuality education programs for students under the age of 18. The agreement must be signed by the school principal/or designee and must include a statement that information was provided to parents which offered the opportunity for the parents to opt their child out of any program to which the parent objects.

B) Staffing Provisions

1. Staff Training and Qualifications

Documentation will be available to show that all staff members employed in the Family Planning program has adequate training to fulfill their activities. Staff performing clinical functions will have NH licensing that is required for their responsibilities. Each agency will employ appropriate credentialing procedures to assure that clinical staffs have appropriate education and experience for their responsibilities.

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2. **Medical Director Participation**

Each agency will have the services of a medical director who has special training and/or experience in family planning services. For each Contractor, the medical director and the clinical staff shall participate in the development and approval of specific guidelines for medical care that meet or exceed these minimal standards. In addition, the medical director shall participate in QI activities and be available to other staff for consultation.

3. **Community Education & Partnership Development**

The Contractor will designate one staff member or committee responsible for the coordination and development of a community education and outreach plan, to include partnership development so as to increase utilization of family planning services. A community education & outreach report will be required, as well as any supporting documentation that supports the development of partnerships with key community stakeholders.

4. **Staffing Changes**

New Hires

The Contractor shall notify the Maternal and Child Health Section (MCHS) 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 shall accompany this notification.

Vacancies

The Contractor must notify MCHS in writing of key positions (agency executive director, agency fiscal director, medical director, site manager, community educator, teen clinic coordinator, TANF coordinator) vacant for more than three months. This may be done through a budget revision. In addition, MCHS must be notified in writing if at any time any site funded under this agreement does not have adequate clinical and administrative staffing to perform all required services for more than one month.

C) Coordination of Services

1. The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.

2. As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.

3. As part of the Family Planning Workplan process, each Contractor will make plan explicitly identifying community services providers who will be contacted for face-to-face meetings intended to build partnerships, increase coordination and referrals with other providers.

D) Meetings and Trainings

The Contractor will be responsible to send staff to meetings and training required by the family planning program, including but not limited to: medical director's meetings, family planning director's meetings, community educator/clinic coordinators meetings, data training and review meetings and family planning orientation.

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III. Quality or Performance Improvement (QI/PI)

A) Workplans

1. Performance Workplans must be submitted and are used to monitor achievement of standard measures of performance of the services provided under this contract. Said workplan is incorporated herein by reference.

2. Performance Workplans and Workplan Outcome Reports will be completed according to the schedule and instructions provided by MCHS. The workplans are a key component of the DPHS and MCHS performance based contracting system and of this contract.

3. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS in to the agency's QI/PI plan. Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets. If the Contractor's performance is above the defined target, no additional information will need to be provided. It will be the understanding that activity and evaluation efforts were effective in reaching the desired outcome. If the Contractor's performance is below the defined target, an explanation must be provided of why and what action steps (corrective action plan) will be taken to improve performance.

4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the Contractor with reasonable notice of such changes.

B) Data and reporting requirements

In addition to Performance Workplans and Outcome Reports, the Contractor shall submit to MCHS the following data used to monitor program performance:

1. 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.

2. The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

3. Completed UDS tables reflecting program performance in the previous calendar as requested by DPHS.

4. A copy of the Contractor's updated Sliding Fee Scale including the amounts(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.

5. An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.

6. Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.

7. By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report.

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8. As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.

9. Comply with all Family Planning Program and STD/HIV Prevention Bureau requirements for reporting chlamydia testing.

C)On-site reviews

1. The Contractor shall allow a team or person authorized by the MCHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical services management, financial management and design and delivery of educational services to assure systems are adequate to provide the contracted services.

2. Reviews shall include client record reviews to measure compliance with this exhibit.

3. 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.

4. On-site reviews may be waived or abbreviated at the discretion of MCHS, upon submission of satisfactory reports of reviews such as Health Services Resources Administration (HRSA): Office of Performance Review (OPR), or reviews from nationally accreditation organizations such as the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), the Community Health Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Healthcare (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.

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Date: 4/29/13

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Family Planning 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
Executive Director: **Adele Woods**
TELEPHONE: **603-752-3669**

Vendor #155327-B001 Job #90080203 Appropriation #05-95-90-902010-5530-102-500734
#45130203 #05-95-45-450010-6146-502-500891

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:

   $53,232.43 for Family Planning Services, funded from 60% ($31,939.46) federal funds from Title X Family Planning (CFDA #93.217), and 40% ($21,292.97) general funds in SFY 14.

   $55,376.86 for Family Planning Services, funded from 63% ($34,887.42) federal funds from Title X Family Planning (CFDA #93.217), and 37% ($20,489.44) general funds in SFY 15.

   $24,722 for Family Planning Services - TANF, funded from 100% US Department of Health and Human Services, Administration for Children and Families funds (CFDA #93.558) in SFY 14 and 15.

TOTAL: $133,331.29

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 up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.

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.

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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;

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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.

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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.

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Date: 4/29/13

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).

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 insurance in the amount of $2 million per incident and instead, accept the insurance provided by contractor in the amount of $1 million 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.

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Date: 4/29/13

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.

Contractor Initials: adw
Date: 4/29/13

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: adw
Date: 4/29/13

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

Contractor Initials: adw
Date: 4/29/13

(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 4/29/13
Contractor Representative Signature **Date**

adw 4/29/13

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**

4/29/13 — **Date**

adw 4/29/13

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).

Contractor Initials: adw
Date: 4/29/13

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.

Adele D. Woods — CEO

Contractor Signature — **Contractor's Representative Title**

Coos County Family Health Services, Inc. — 4/29/13

Contractor Name — **Date**

adw 4/29/13

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.

Adele D. Woods — CEO

Contractor Signature — **Contractor's Representative Title**

Coos County Family Health Services, Inc. — 4/29/13

Contractor Name — **Date**

agw 4/29/13

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	CEO
Contractor Signature	Contractor's Representative Title
Coos County Family Health Services, Inc.	4/29/13
Contractor Name	Date

adw 4/29/13

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY 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 Tile 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, TitleXIII, 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.

Contractor Initials: adw

Date: 4/29/13

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.

Contractor Initials: adw
Date: 4/29/13

(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.

Contractor Initials: adw
Date: 4/29/13

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Contractor Initials: adw
Date: 4/29/13

(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.

Contractor Initials: adw
Date: 4/29/13

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

DIVISION OF PUBLIC HEALTH SERVICES	**Coos County Family Health Services, Inc.**
The State Agency Name	Name of Contractor
Lisa L Bujno	Adele D. Woods
Signature of Authorized Representative	Signature of Authorized Representative
LISA L. BUJNO, MSN, APRN	Adele D. Woods
Name of Authorized Representative	Name of Authorized Representative
BUREAU CHIEF	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
5-30-2013	4/29/13
Date	Date

adw
4/29/13

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)

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

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

[redacted] 4/29/13
(Date)

aglw
4/29/13

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: [redacted] 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?

[X] NO [redacted] 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?

[redacted] NO [redacted] 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: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Contractor Initials: adw

Date: 4/29/13

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 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

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 April 29, 2013.

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

Betty A. Gosselin

STATE OF New Hampshire
COUNTY OF Coos

The foregoing instrument was acknowledged before me this 29th day of April, 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

coos county Family Health SERVICES

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
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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

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

COOSCOU-01 DKERAGHAN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/2/2012

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	CONTACT NAME:	
TD Insurance, Inc. PO Box 406 Portland, ME 04112	PHONE (A/C, No, Ext): (800) 723-2877	FAX (A/C, No): (877) 775-0110
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : PHILADELPHIA INSURANCE COMPANY	
INSURER B : MEMIC INDEMNITY COMPANY	11030
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Coos County Family Health Services, Inc.
133 Pleasant Street
Berlin, NH 03570

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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	X		BINDER	7/1/2012	7/1/2013	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	20,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BINDER	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			BINDER	7/1/2012	7/1/2013	EACH OCCURRENCE	$	2,000,000
							AGGREGATE	$	
							Aggregate	$	2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		BINDER	7/1/2012	7/1/2013	X WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

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

EVIDENCE OF LIABILITY INSURANCE
NH DHHS Director, Div of Public Health Services are additional insurd per written contract, subject to policy terms and conditions

CERTIFICATE HOLDER

NH DHHS Director, Div of Public
Health Svcs
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

Denise Keraghan

COOS county Family Health SERVICES

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

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April 29, 2013

Elizabeth Biron
State of NH - DHHS
Contract Unit
129 Pleasant Street
Concord, NH 03301-6504

Dear Ms. Biron,

The Coos County Family Health Services (CCFHS) fiscal year ends June 30, 2013. Our FY'13 audit work has already been scheduled. We expect the audit will be presented to the CCFHS Board of Directors on September, 19th, 2013. The audit will be available after that date, and I will forward a copy to you on or before September 30, 2013.

Please feel free to contact me should you have any questions.

Sincerely,

Adele D. Woods, M. S.
Chief Executive Officer

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.

Concord, New Hampshire
August 16, 2012

COOS COUNTY FAMILY HEALTH SERVICES, INC.

BALANCE SHEETS

JUNE 30, 2012 AND 2011

ASSETS

	2012	2011
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	1,633,404	963,539
Assets Limited As To Use	632,742	612,222
Property and Equipment, Net	2,236,926	2,100,167
TOTAL ASSETS	$ 4,503,072	$ 3,675,928

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	1,594,276	879,494
Long-term debt, less current maturities	983,580	779,659
Total Liabilities	2,577,856	1,659,153
Net Assets		
Unrestricted	871,052	813,154
Temporarily restricted	1,035,587	1,186,701
Permanently restricted	18,577	16,920
Total Net Assets	1,925,216	2,016,775
TOTAL LIABILITIES AND NET ASSETS	$ 4,503,072	$ 3,675,928

(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

	2012	2011
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	216,967	274,937
Total Operating Revenue	8,626,357	9,048,146
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	286,208	221,700
Total Operating Expenses	8,568,459	8,748,482
EXCESS OF REVENUE OVER EXPENSES AND INCREASE IN UNRESTRICTED NET ASSETS	$ 57,898	$ 299,664

(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

	2012	2011
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	749,553	285,729
Cash Flows From Investing Activities		
Decrease (increase) in assets limited as to use	46,990	(168,957)
Capital acquisitions	(373,763)	(353,516)
Net Cash Used by Investing Activities	(326,773)	(522,473)

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)

coos county Family Health SERVICES

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

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

coos county Family Health SERVICES

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

BOARD OF DIRECTORS

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

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

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)

Linda Sjostrom, 2015 (1st)

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

Andrea Gagne, (1st)

Richelle Greer, (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: Family Planning Services

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
Patricia Couture, COO	$100,000	0.00%	$0.00
Melissa Frenette, CFO	$92,000	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
Adele Woods, CEO	$138,000	0.00%	$0.00
Patricia Couture, COO	$103,000	0.00%	$0.00
Melissa Frenette, CFO	$94,000	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.

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

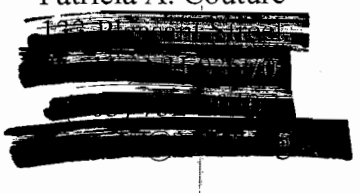
1996-1997 Springfield College, Human Services Administration, MS

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

Patricia A. Couture



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.

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 M FRENETTE, CPA

FUNCTIONAL SUMMARY

Certified Public Accountant with over twelve years of experience in public accounting. Experienced in training and supervising staff, managing multiple on-going engagements and facilitating timely income tax filing and reporting for firm clients.

EMPLOYMENT

2007-Present Coos County Family Health Services Berlin, NH

Chief Financial Officer

- Oversee the general operation of the Finance and Purchasing Departments
- Analyzes available data and suggests way to improve agency's self sufficiency
- Prepares budgets, reports and studies for CCFHS and all funding sources
- Takes a leadership role in the annual financial audit
- Performs employee evaluations and assigns tasks as appropriate
- Attends applicable board and committee meetings
- Possesses a through working knowledge of cost reporting requirements

2004-2007 Malone, Dirubbo & Company/Phillips & AssociatesLincoln, NH

Senior Staff Accountant

- Conducted financial statement audits for multiple entities
- Prepared audited, reviewed, and compiled financial statements
- Compiled and prepared loan package information
- Consulted in business entity choices
- Prepared personal and business income tax returns
- Prepared personal and business income tax projections
- Prepared projected financial statements and cash flows
- Consulted in inventory cost methods
- Trained clients in use of accounting software

1995-2004 Driscoll & Company, PLLC Berlin, NH

Senior Staff Accountant/ Office Manager

- Supervised and trained office staff members
- Managed work flow for deadline achievement
- Installed and maintained accounting and tax software
- Prepared audited, reviewed, and compiled financial statements
- Prepared payroll tax returns
- Conducted 401(K) plan audits and financial statements

EDUCATION

1992-1995 Plymouth State University Plymouth, NH

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

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: Basic Family Planning
(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	$ 40,948.43	$ -	$ 40,948.43	
2. Employee Benefits	$ 12,284.00	$ -	$ 12,284.00	
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	**$ 53,232.43**	**$ -**	**$ 53,232.43**	

Indirect As A Percent of Direct 0.0%

RHT

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

Bidder/Program Name: Coos County Family Health Services, Inc.

Budget Request for: Family Planning- TANF
(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	$ 9,509.00	$ -	$ 9,509.00	
2. Employee Benefits	$ 2,852.00	$ -	$ 2,852.00	
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	**$ 12,361.00**	**$ -**	**$ 12,361.00**	

Indirect As A Percent of Direct 0.0%

RMT

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: Basic Family Planning
(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	$ 42,597.86	$ -	$ 42,597.86	
2. Employee Benefits	$ 12,779.00	$ -	$ 12,779.00	
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	**$ 55,376.86**	**$ -**	**$ 55,376.86**	

Indirect As A Percent of Direct 0.0%

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

Bidder/Program Name: Coos County Family Health Services, Inc.

Budget Request for: Family Planning- TANF
(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	$ 9,509.00	$ -	$ 9,509.00	
2. Employee Benefits	$ 2,852.00	$ -	$ 2,852.00	
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	**$ 12,361.00**	**$ -**	**$ 12,361.00**	
Indirect As A Percent of Direct		0.0%		

PM

Subject: Family Planning

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 603-516-2550	**1.6 Account Number** 05-95-90-902010-5530-102-500734 05-95-45-450010-6146-502-500891	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $262,334.04
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 Janet Atkins		**1.12 Name and Title of Contractor Signatory** Janet Atkins, Executive Director	

1.13 Acknowledgement: State of NH, County of Strafford

On 5/6/13, 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]

SHERRYL ANN TRASK
NOTARY PUBLIC
NEW HAMPSHIRE
MY COMMISSION EXPIRES NOV. 19, 2013

1.13.2 Name and Title of Notary or Justice of the Peace

Sherry Trask, Notary

1.14 State Agency Signature Lisa L.	**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: 27 May 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.

8. EVENT OF DEFAULT/REMEDIES.

JA 5/16

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

Contractor Initials: JM
Date: 5-6-13

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.

Contractor Initials: JM
Date: 5-16-13

NH Department of Health and Human Services

Exhibit A

Scope of Services

Family Planning 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 Laatsch**
TELEPHONE: **603-516-2550**

The Contractor shall:

I. General Provisions

A) Eligibility and Income Determination

Family Planning (FP) services will be provided to individuals of childbearing ages in New Hampshire (NH) who request such services. Preference will be given to clients who live within the Contractor's service area. Special emphasis will be placed on serving adolescents and individuals in low-income families (defined as ≤ **250%** of the U.S. Department of Health & Human Services "Poverty Guidelines").

1. The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

2. The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.

3. Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.

4. Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.

5. The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

Contractor Initials: JM

Date: 5-6-13

B) Numbers Served

The FP Program will provide comprehensive reproductive health care to include age-appropriate clients, anticipatory guidance, education, assessment, counseling on preconception health care (reproductive life plan) and referrals for nutrition services, substance abuse, domestic violence, sexual assault and other health related issues.

C) 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. Provide clients of limited English proficiency (LEP) with interpreter 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 clients 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. 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, language line).

D) 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 301 as most currently amended (1/05).

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 Offences.

3. Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

E) Relevant Policies and Guidelines

Contractors operate, at minimum, in accordance with the following:

1. The (Federal) Office of Population Affairs, Office of Family Planning, *Program Guidelines for Project Grants for Family Planning Services*, dated January 2001, and subsequent amendments, program instructions and clarifications.

2. National program priorities established by the Office of Population Affairs.

3. The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.

4. The Contractor must submit to MCHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.

5. The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

F) Publications Funded Under Contract (Standard Language)

1. The DPHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DPHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.

2. All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.

3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

G) Subcontractors

1. If any service required by this exhibit is provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract.

2. In addition, the original DPHS Contractor will remain liable for all requirements included in this exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A. Service Requirements

1. Clinical Services

In addition to following the federal and state guidelines outlined above, clinical services will be guided by the protocol and practice guidelines established by the Contractor and will be supervised by a medical director qualified to oversee obstetric and gynecological care.

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2. HIV Counseling and Testing

HIV counseling and testing provided by family planning Contractors must conform to CDC's *Fundamentals of HIV Prevention Counseling* and staff providing this counseling must be trained in this counseling model.

3. Health Education Materials

Health education materials are to be reviewed according to Federal Program Guidelines for Project Grants for Family Planning Services (reference section 6.8) and the NH State Family Planning Program's Information and Education Policy on the review, approval, and distribution of family planning materials. Delegate agencies may be asked to work with the State in identifying consumer volunteers to review educational materials in order to provide consumer input. Any and all materials an agency develops for marketing or patient education must be submitted, in its final draft form, for approval before printing or duplicating it in quantity.

4. Sterilization Services

Those Contractors providing sterilization services will adhere to all federal sterilization requirements as outlined in the Federal Program Guideline's Attachment C, *Sterilization of Persons in Federally Assisted Family Planning Projects* and subsequent revisions or amendments related to this federal requirement.

5. Transitional Assistance for Needy Families (TANF) and Title X FP Collaborative

The TANF and Title X Collaborative will conduct statewide activities to support knowledge of and access to FP services by populations in need, with a particular emphasis on Medicaid-eligible women and adolescents at risk for pregnancy. The Contractor shall produce a plan that documents a promotional & partnership building strategy and marketing/outreach campaign that includes identification of the target population, details, activities and projects for reaching the target population and specifies evaluation measures. The NH FP & Contractors will review the plan on an on-going basis to monitor progress towards outcomes and overall project goals.

6. Research

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform the Division of Public Health Services, Maternal and Child Health Section prior to initiating any research related to this contract.

7. School-based Education Programs

Contractors must enter into a written agreement with any school where the Contractor will implement sexuality education programs for students under the age of 18. The agreement must be signed by the school principal/or designee and must include a statement that information was provided to parents which offered the opportunity for the parents to opt their child out of any program to which the parent objects.

B) Staffing Provisions

1. Staff Training and Qualifications

Documentation will be available to show that all staff members employed in the Family Planning program has adequate training to fulfill their activities. Staff performing clinical functions will have NH licensing that is required for their responsibilities. Each agency will employ appropriate credentialing procedures to assure that clinical staffs have appropriate education and experience for their responsibilities.

Contractor Initials: JA

Date: 5-6-13

2. **Medical Director Participation**

Each agency will have the services of a medical director who has special training and/or experience in family planning services. For each Contractor, the medical director and the clinical staff shall participate in the development and approval of specific guidelines for medical care that meet or exceed these minimal standards. In addition, the medical director shall participate in QI activities and be available to other staff for consultation.

3. **Community Education & Partnership Development**

The Contractor will designate one staff member or committee responsible for the coordination and development of a community education and outreach plan, to include partnership development so as to increase utilization of family planning services. A community education & outreach report will be required, as well as any supporting documentation that supports the development of partnerships with key community stakeholders.

4. **Staffing Changes**

New Hires

The Contractor shall notify the Maternal and Child Health Section (MCHS) 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 shall accompany this notification.

Vacancies

The Contractor must notify MCHS in writing of key positions (agency executive director, agency fiscal director, medical director, site manager, community educator, teen clinic coordinator, TANF coordinator) vacant for more than three months. This may be done through a budget revision. In addition, MCHS must be notified in writing if at any time any site funded under this agreement does not have adequate clinical and administrative staffing to perform all required services for more than one month.

C) Coordination of Services

1. The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.

2. As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.

3. As part of the Family Planning Workplan process, each Contractor will make plan explicitly identifying community services providers who will be contacted for face-to-face meetings intended to build partnerships, increase coordination and referrals with other providers.

D) Meetings and Trainings

The Contractor will be responsible to send staff to meetings and training required by the family planning program, including but not limited to: medical director's meetings, family planning director's meetings, community educator/clinic coordinators meetings, data training and review meetings and family planning orientation.

Contractor Initials: [illegible]

Date: 5-6-13

III. Quality or Performance Improvement (QI/PI)

A) Workplans

1. Performance Workplans must be submitted and are used to monitor achievement of standard measures of performance of the services provided under this contract. Said workplan is incorporated herein by reference.

2. Performance Workplans and Workplan Outcome Reports will be completed according to the schedule and instructions provided by MCHS. The workplans are a key component of the DPHS and MCHS performance based contracting system and of this contract.

3. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS in to the agency's QI/PI plan. Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets. If the Contractor's performance is above the defined target, no additional information will need to be provided. It will be the understanding that activity and evaluation efforts were effective in reaching the desired outcome. If the Contractor's performance is below the defined target, an explanation must be provided of why and what action steps (corrective action plan) will be taken to improve performance.

4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the Contractor with reasonable notice of such changes.

B) Data and reporting requirements

In addition to Performance Workplans and Outcome Reports, the Contractor shall submit to MCHS the following data used to monitor program performance:

1. 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.

2. The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

3. Completed UDS tables reflecting program performance in the previous calendar as requested by DPHS.

4. A copy of the Contractor's updated Sliding Fee Scale including the amounts(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.

5. An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.

6. Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.

7. By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report.

Contractor Initials: _____

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8. As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.

9. Comply with all Family Planning Program and STD/HIV Prevention Bureau requirements for reporting chlamydia testing.

C)On-site reviews

1. The Contractor shall allow a team or person authorized by the MCHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical services management, financial management and design and delivery of educational services to assure systems are adequate to provide the contracted services.

2. Reviews shall include client record reviews to measure compliance with this exhibit.

3. 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.

4. On-site reviews may be waived or abbreviated at the discretion of MCHS, upon submission of satisfactory reports of reviews such as Health Services Resources Administration (HRSA): Office of Performance Review (OPR), or reviews from nationally accreditation organizations such as the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), the Community Health Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Healthcare (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.

Contractor Initials: GM

Date: 5-6-13

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Family Planning 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 Laatsch**
TELEPHONE: **603-516-2550**

Vendor #154703-B001 Job #90080203 Appropriation #05-95-90-902010-5530-102-500734
#45130203 #05-95-45-450010-6146-502-500891

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:

   $110,966.28 for Family Planning Services, funded from 60% ($66,579.77) federal funds from Title X Family Planning (CFDA #93.217), and 40% ($44,386.51) general funds in SFY 14.

   $115,689.76 for Family Planning Services, funded from 63% ($72,884.55) federal funds from Title X Family Planning (CFDA #93.217), and 37% ($42,805.21) general funds in SFY 15.

   $35,678 for Family Planning Services - TANF, funded from 100% US Department of Health and Human Services, Administration for Children and Families funds (CFDA #93.558) in SFY 14 and 15.

TOTAL: $262,334.04

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 up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.

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.

Contractor Initials: JM

Date: 5-6-13

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: JM

Date: 5-6-13

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;

Contractor Initials: SA

Date: 5-6-13

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.

Contractor Initials: JM

Date: 5-6-13

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.

Contractor Initials: [illegible]

Date: 5-6-13

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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Contractor Initials: VM
Date: 5-6-13

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.

Contractor Initials: JM

Date: 5-6-13

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: GA

Date: 5-6-13

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

Contractor Initials: JA
Date: 5-6-13

(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 5/16/13

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.

Janet Atkins	Executive Director
Contractor Signature	**Contractor's Representative Title**
Goodwin Community Health	5-6-13
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).

Contractor Initials: TM

Date: 5-6-13

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.

Janet Atkis	Executive Director
Contractor Signature	**Contractor's Representative Title**
Goodwin Community Health	5-6-13
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.

Janet Atkins — Executive Director

Contractor Signature — **Contractor's Representative Title**

Goodwin Community Health — 5-6-13

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.

Janet Atkins	Executive Director
Contractor Signature	Contractor's Representative Title
Goodwin Community Health	5-6-13
Contractor Name	Date

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY 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 Tile 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, TitleXIII, 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.

Contractor Initials: GM

Date: 5-6-13

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.

Contractor Initials: JM

Date: 5-6-13

(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.

Contractor Initials: JM

Date: 5-6-13

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Contractor Initials: DA

Date: 5-6-13

(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.

Contractor Initials: [illegible]

Date: 5-6-13

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

DIVISION OF PUBLIC HEALTH SERVICES	**Goodwin Community Health**
The State Agency Name	Name of Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA L. BUJNO, MSN, APRN	Janet Atkins
Name of Authorized Representative	Name of Authorized Representative
BUREAU CHIEF	Executive Director
Title of Authorized Representative	Title of Authorized Representative
5-30-2013	5-6-13
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.

Janet Atkins
(Contractor Representative Signature)

Janet Atkins, Executive Director
(Authorized Contractor Representative Name & Title)

Goodwin Community Health
(Contractor Name)

5/6/13
(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: 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: Amount:

Name: Amount:

Name: Amount:

Name: Amount:

Name: Amount:

Contractor Initials: JM

Date: 5-6-13

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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

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 April 24, 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 May 6, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of the Goodwin Community Health this 6 day of May, 2013.

David V. Staples, DDS

David Staples, DDS, Board Chair

STATE OF NH

COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 6 day of May, 2013 by David Staples, DDS.

Notary Public/Justice of the Peace
My Commission Expires: _____

SHERRYL ANN TRASK
NOTARY PUBLIC
NEW HAMPSHIRE
MY COMMISSION EXPIRES NOV. 19, 2013

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

Janet Atkins
Executive Director

311 Route 108 · Somersworth, NH 03878
(603) 749-2346 · Fax (603) 953-0066
www.GoodwinCH.org

Funding for these services is provided in part through New Hampshire Department of Health and Human Services. This health center is a Health Center Program grantee under 42 U.S.C. 254b, and a deemed Public Health Service employee under 42 U.S.C. 233(g)-(n).

Client#: 242088 GOODWINCOM

ACORD™ 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 FAX (A/C, No): 508-303-9476 E-MAIL ADDRESS: jessica.kelley@hubinternational.com
INSURED Goodwin Community Health Attn: Sherry Trask 311 Route 108 Somersworth, NH 03878	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Mass Bay Insurance Co INSURER B : Citizens Insurance Co of Americ — 31534 INSURER C : OneBeacon Insurance 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			ODN9231444	07/31/2012	07/31/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			ODN9231444	07/31/2012	07/31/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB OCCUR			ODN9231444	07/31/2012	07/31/2013	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WBN9231427	07/31/2012	07/31/2013	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
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

Michael A Chapman

JK002

Goodwin
Community Health

April 22, 2013

RE: Goodwin Community Health's (GCH) FY13 Financial Audit

To Whom It May Concern,

GCH's fiscal year runs from July 1st through June 30th. At this time I can estimate that GCH will have its financial audit for fiscal year 2013 completed by the end of November 2013. Once the audit has been reviewed and approved by our board of directors a copy will be forwarded to the Department of Health and Human Services.

If you have any further questions please do not hesitate to contact me at (603) 516-2549. Thank you.

Sincerely,

Erin Ross
Finance Director

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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

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	788,853	2,145,003
Property and Equipment, Net (Notes 1 and 7)	6,785,398	7,264,105
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	29,863	37,363
Total Assets	$ 7,604,114	$ 9,446,471
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	1,127,051	1,916,171
Long-term Liabilities		
Long-term debt, net of current portion (Note 9)	1,062,605	1,158,691
Total Long-term Liabilities	1,062,605	1,158,691
Total Liabilities	2,189,656	3,074,862
Net Assets		
Unrestricted (Deficit)	(360,414)	365,371
Temporarily restricted (Note 11)	5,774,872	6,006,238
Total Net Assets	5,414,458	6,371,609
TOTAL LIABILITIES AND NET ASSETS	$ 7,604,114	$ 9,446,471

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
	7,212,829	15,000	7,227,829
Net assets released from restrictions	246,366	(246,366)	
Total Operating Revenue and Support	7,459,195	(231,366)	7,227,829
Functional Expenses			
Program services	6,841,087		6,841,087
Fundraising	179,644		179,644
General and administrative	1,266,168		1,266,168
Total Expenses	8,286,899		8,286,899
Change in Net Assets from Operating Activities	(827,704)	(231,366)	(1,059,070)
Non-Operating Revenue and Support			
Gain on sale of property and equipment	86,244		86,244
Rent income	15,675		15,675
Change in Net Assets from Non-Operating Activities	101,919		101,919
Total Change in Net Assets	(725,785)	(231,366)	(957,151)
Net Assets, Beginning of Year	365,371	6,006,238	6,371,609
Net Assets (Deficit), End of Year	$ (360,414)	$ 5,774,872	$ 5,414,458

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
	7,710,898	49,824	7,760,722
Net assets released from restrictions	161,560	(161,560)	
Total Operating Revenue and Support	7,872,458	(111,736)	7,760,722
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	8,389,006		8,389,006
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	10,688	5,412,624	5,423,312
Total Change in Net Assets	(505,860)	5,300,888	4,795,028
Net Assets, Beginning of Year	871,231	705,350	1,576,581
Net Assets, End of Year	$ 365,371	$ 6,006,238	$ 6,371,609

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

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	924,608	(5,346,133)
Net cash flows from operating activities	(32,543)	(551,105)
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	290,831	(5,428,549)
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	(252,313)	5,945,888
Net change in cash and cash equivalents	5,975	(33,766)
Cash and cash equivalents, beginning of year	293,610	327,376
Cash and cash equivalents, end of year	$ 299,585	$ 293,610
Supplemental disclosure of cash flow information:		
Interest paid during year	$ 73,827	$ 25,169

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

Consolidated Statements of Functional Expenses

Years ended June 30,

	2012				2011			
	Program	Fundraising	General and Administrative	Total	Program	Fundraising	General and Administrative	Total
PERSONNEL								
Salaries and wages	$ 3,400,231	$ 123,114	$ 541,048	$ 4,064,393	$ 3,500,344	$ 117,361	$ 478,835	$ 4,096,540
Payroll taxes and employee benefits (Note 14)	633,694	27,240	350,633	1,011,567	585,916	16,747	460,597	1,063,260
	4,033,925	150,354	891,681	5,075,960	4,086,260	134,108	939,432	5,159,800
OTHER								
WIC food vouchers (Note 16)	1,458,911			1,458,911	1,146,383			1,146,383
Bad debts	361,889			361,889	424,677			424,677
Depreciation (Note 1)	256,283		17,837	274,120	109,635	3,125	9,876	122,636
Equipment leases and supplies	190,878	2,336	17,128	210,342	178,629	10,620	30,692	219,941
Professional fees	40,818	1,532	109,190	151,540	89,884	3,268	106,933	200,085
Medical supplies	100,897			100,897	153,029			153,029
Rent (Note 14)	14,340		22,846	37,186	260,161	2,953	17,596	280,710
Utilities	50,548	3,045	23,706	77,299	69,202	2,934	9,003	81,139
Repairs and maintenance	49,165	2,834	22,274	74,273	57,726	2,549	18,573	78,848
Interest			73,827	73,827			25,169	25,169
Insurance	32,156		22,735	54,891	58,607		18,585	77,192
Physician services	52,275			52,275	75,791			75,791
Lab and radiology fees	49,795		245	50,040	53,486			53,486
Telephone and communications	33,948		5,540	39,488	41,554	1,652	5,201	48,407
Postage and shipping	25,481	342	12,183	38,006	43,656	1,625	1,582	46,863
Office materials	22,365	627	12,281	35,273	40,170	1,284	10,912	52,366
Dues and subscriptions	12,975	231	11,972	25,178	23,401	135	18,071	41,607
Travel	16,901	438	3,488	20,827	14,110	240	3,089	17,439
Service charges	9,950		10,235	20,185	9,466		29,206	38,672
Advertising and promotion (Note 1)	3,287	16,187	188	19,662	8,491	11,698	709	20,898
Education and training	13,703	393	3,915	18,011	6,865	179	3,724	10,768
Real estate taxes	9,621	592	4,589	14,802	5,592	344	2,667	8,603
Printing	976	733	308	2,017	162	2,723	1,612	4,497
	2,807,162	29,290	374,487	3,210,939	2,865,085	44,985	319,136	3,229,206
	$ 6,841,087	$ 179,644	$ 1,266,168	$ 8,286,899	$ 6,951,345	$ 179,093	$ 1,258,568	$ 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

Funding for these services is provided in part through New Hampshire Department of Health and Human Services. This health center is a Health Center Program grantee under 42 U.S.C. 254b, and a deemed Public Health Service employee under 42 U.S.C. 233(g)-(n).

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Goodwin Community Health

Name of Bureau/Section: BPHCS, MCHS, Family Planning 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
Janet Atkins, Executive Director	$107,640	0.00%	$0.00
Erin Ross, Finance Director	$74,672	0.00%	$0.00
Hugh MacDonald, Medical Director	$95,640	0.00%	$0.00
Jessica Garlough, SW Supervisor & FP Coordinator	$47,840	30.00%	$14,352.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			$14,352.00

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
Janet Atkins, Executive Director	$107,640	0.00%	$0.00
Erin Ross, Finance Director	$74,672	0.00%	$0.00
Hugh MacDonald, Medical Director	$95,640	0.00%	$0.00
Jessica Garlough, SW Supervisor & FP Coordinator	$47,840	30.00%	$14,352.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			$14,352.00

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.

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

Hugh V. MacDonald MD

Experience

2012- **Goodwin Community Health** Somersworth, NH

Medical Director

- Participate in all aspects of the medical direction of a Federally Qualified Health Center including, Care Quality Initiatives, Implementation of Patient Centered Medical Home, Meaningful Use, education, training, evaluations of providers etc, strategic planning and liaison to the medical community.

2011- **Amedisys Home Health Services** Baton Rouge LA

Regional Medical Director Northeast Region

- Interaction with Medical Directors and AVPs and promotion of Amedisys Home Health Services throughout the Northeast area.

2006- **Wentworth-Douglass Hospital** Dover, NH

Family Physician

- Participation in all aspects of Family Medicine including clinic duty, hospital admissions and staff commitments. Chairman Software Change Control Committee. Alpha to Beta site for Medical Home within the WDPC organization. Number 1 in practice statistics since opening.

2009- **Wentworth Homecare Hospice (Amedisys)** Dover, NH

Medical Director Hospice

- Interaction with Hospice team at IDT meetings and daily for admissions and medication care assistance.

1999-2006 **Kane Community Hospital** Kane, PA

Family Physician

- Participation in all aspects of Family Medicine including clinic duty, Emergency medicine, hospital admissions and staff duties and assistant chief of staff.

2003-2006 **Helpmates Home Healthcare Inc.** Ridgway, PA

Medical Director Hospice

- Interaction with Hospice team at IDT meetings and daily for admissions and medication care assistance. Increased admissions 125%.

1999-2006 **Emcare Emergency Medicine** Central US

Emergency Room Physician

- All aspects of Emergency Medicine.

Education

1997-1999 **University of Manitoba** Winnipeg, Manitoba, Can.

- Residency in Family Medicine with Obstetrics

1992-1997 **University of Saskatchewan** Saskatoon, Sask., Can.

- Doctor of Medicine

1979-1985 **St. Francis Xavier University** Antigonish, NS, Can.

- Bachelor of Science Major in Biology

Licensure/Certification

- Certification by American Board of Family Medicine
- Board Eligible Hospice and Palliative Care Certification
- Canadian College of Family Physicians Accreditation
- Licentiate of the Medical Counsel of Canada, Exams I & II
- Medical Review Officer (MRO)
- Substance Abuse Professional (SAP)
- ACLS Advanced Cardiac Life Support
- ATLS Advanced Trauma Life Support
- NALS Neonatal Advanced Life Support
- PALS Pediatric Advanced Life Support

Intersts/Hobbies

- Precepting Medical Students
- Chairman WDH Software Change Control
- Quality Initiatives WDH Diabetes and Hyperlipidemia
- Board of Directors New Hope For Children
- Skiing, Hiking and Travel

Jessica Garlough

311 Route 108
Somersworth, NH 03878

603-516-2551
jgarlough@GoodwinCH.org

Education

Southern New Hampshire University
Bachelor of Arts
Major: Psychology Minor: Sociology

Work Experience

Goodwin Community Health

Family Planning Manager/ Social Work Supervisor
November 2012- Present

Social Worker/ Mental Health Coordinator
June 2006- 2012

- Intakes with high risk patients as needed for a social work assessment – (Any needs or programs that they may qualify for along with appropriate referrals) .
- Referral and coordination of care to specialized offices and/or treatment programs and therapies.
- Provide coordination between agencies regarding our mental health patients such as Portsmouth Regional Hospital Behavioral Health Unit, Social workers at WDH and FMH, Strafford County mental health Court, Community Partners etc.
- Work as a liaison between providers and patients – with any concerns, issues etc.
- Assist primary care providers as needed with mental health patients in office when situations arise-psychotic patient, emergency need for ER, Community partners referrals, family member intervention etc.

Strafford Care Coordinator
October 2008-Present

- Outreach to local providers in efforts to sign them as participants to the program.
- Work with other local programs and grants to assist in access of care-i.e. DHMC colonoscopy screenings.
- Advocate for clients/patients needing additional medical services/programs.

Strafford County Head Start/Babies Best Beginnings
Babies Best Beginnings Program Coordinator

February 2006- June 2006

Home Visitor
August 2001-June 2006

Women Infant & Children (WIC)
Farmers Market Nutrition Clerk
May 2000- February 2001

Easter Seals of New Hampshire
Resident Supervisor
May 2000-February 2001

Southern New Hampshire University
Resident Assistant
August 1999- May 2001

Certifications

Infant and Adult CPR Certified
First Aid Certified
Parent As Teachers (P.A.T.)

Honors

Graduate Cum Laude
Resident Assistant of the Month
Resident Assistant of the Year
PSI CHI (Psychology Honor Society)

References

Available Upon Request

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: Basic Family Planning
(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	$ 79,673.36	$ -	$ 79,673.36	
2. Employee Benefits	$ 15,892.92	$ -	$ 15,892.92	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ 10,000.00	$ -	$ 10,000.00	
Medical	$ 3,000.00	$ -	$ 3,000.00	
Office	$ 1,500.00	$ -	$ 1,500.00	
6. Travel	$ -	$ -	$ -	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 400.00	$ -	$ 400.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 500.00	$ -	$ 500.00	
11. Staff Education and Training	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 110,966.28	$ -	$ 110,966.28	

Indirect As A Percent of Direct 0.0%

PMA

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: Family Planning - TANF
(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	$ 14,240.99	$ -	$ 14,240.99	
2. Employee Benefits	$ 2,848.01	$ -	$ 2,848.01	
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	$ 750.00	$ -	$ 750.00	
11. Staff Education and Training	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	**$ 17,839.00**	**$ -**	**$ 17,839.00**	

Indirect As A Percent of Direct 0.0%

PMT

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: Basic Family Planning
(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	$ 83,785.52	$ -	$ 83,785.52	
2. Employee Benefits	$ 16,504.24	$ -	$ 16,504.24	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ 10,000.00	$ -	$ 10,000.00	
Medical	$ 3,000.00	$ -	$ 3,000.00	
Office	$ 1,500.00	$ -	$ 1,500.00	
6. Travel	$ -	$ -	$ -	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ 400.00	$ -	$ 400.00	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 500.00	$ -	$ 500.00	
11. Staff Education and Training	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	**$ 115,689.76**	**$ -**	**$ 115,689.76**	

Indirect As A Percent of Direct 0.0%

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: Family Planning - TANF
(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	$ 14,240.99	$ -	$ 14,240.99	
2. Employee Benefits	$ 2,848.01	$ -	$ 2,848.01	
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	$ 750.00	$ -	$ 750.00	
11. Staff Education and Training	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	**$ 17,839.00**	**$ -**	**$ 17,839.00**	

Indirect As A Percent of Direct 0.0%

PMT

Subject: Family Planning

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 Indian Stream Health Center, Inc.		**1.4 Contractor Address** 141 Corliss Lane Colebrook, NH 03576	
1.5 Contractor Phone Number 603-237-8336	**1.6 Account Number** 05-95-90-902010-5530-102-500734 05-95-45-450010-6146-502-500891	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $86,133.35
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 Shirley M. Powell		**1.12 Name and Title of Contractor Signatory** Shirley M. Powell, CEO	

1.13 Acknowledgement: State of NH, County of COOS

On 5/7/13, 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

SHARON CLEVELAND

Sharon Cleveland

SHARON L. CLEVELAND, Notary Public
My Commission Expires March 4, 2014

1.13.2 Name and Title of Notary Public or Justice of the Peace

1.14 State Agency Signature Lisa LB	**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: 27 May 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: SMP
Date: 5-7-13

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: SMP
Date: 5-7-13

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.

Contractor Initials: SMP
Date: 5-7-15

NH Department of Health and Human Services

Exhibit A

Scope of Services

Family Planning Services

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

CONTRACTOR NAME: **Indian Stream Health Center, Inc.**

ADDRESS: **141 Corliss Lane**
Colebrook, NH 03576
QA/Clinical Operations Director: **Jill Gregoire**
TELEPHONE: **603-237-8336**

The Contractor shall:

I. General Provisions

A) Eligibility and Income Determination

Family Planning (FP) services will be provided to individuals of childbearing ages in New Hampshire (NH) who request such services. Preference will be given to clients who live within the Contractor's service area. Special emphasis will be placed on serving adolescents and individuals in low-income families (defined as ≤ **250%** of the U.S. Department of Health & Human Services "Poverty Guidelines").

1. The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

2. The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.

3. Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.

4. Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.

5. The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

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B) Numbers Served

The FP Program will provide comprehensive reproductive health care to include age-appropriate clients, anticipatory guidance, education, assessment, counseling on preconception health care (reproductive life plan) and referrals for nutrition services, substance abuse, domestic violence, sexual assault and other health related issues.

C) 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. Provide clients of limited English proficiency (LEP) with interpreter 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 clients 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. 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, language line).

D) 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 301 as most currently amended (1/05).

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 Offences.

3. Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

E) Relevant Policies and Guidelines

Contractors operate, at minimum, in accordance with the following:

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1. The (Federal) Office of Population Affairs, Office of Family Planning, *Program Guidelines for Project Grants for Family Planning Services*, dated January 2001, and subsequent amendments, program instructions and clarifications.

2. National program priorities established by the Office of Population Affairs.

3. The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.

4. The Contractor must submit to MCHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.

5. The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

F) Publications Funded Under Contract (Standard Language)

1. The DPHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DPHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.

2. All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.

3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

G) Subcontractors

1. If any service required by this exhibit is provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract.

2. In addition, the original DPHS Contractor will remain liable for all requirements included in this exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A. Service Requirements

1. Clinical Services

In addition to following the federal and state guidelines outlined above, clinical services will be guided by the protocol and practice guidelines established by the Contractor and will be supervised by a medical director qualified to oversee obstetric and gynecological care.

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2. HIV Counseling and Testing

HIV counseling and testing provided by family planning Contractors must conform to CDC's *Fundamentals of HIV Prevention Counseling* and staff providing this counseling must be trained in this counseling model.

3. Health Education Materials

Health education materials are to be reviewed according to Federal Program Guidelines for Project Grants for Family Planning Services (reference section 6.8) and the NH State Family Planning Program's Information and Education Policy on the review, approval, and distribution of family planning materials. Delegate agencies may be asked to work with the State in identifying consumer volunteers to review educational materials in order to provide consumer input. Any and all materials an agency develops for marketing or patient education must be submitted, in its final draft form, for approval before printing or duplicating it in quantity.

4. Sterilization Services

Those Contractors providing sterilization services will adhere to all federal sterilization requirements as outlined in the Federal Program Guideline's Attachment C, *Sterilization of Persons in Federally Assisted Family Planning Projects* and subsequent revisions or amendments related to this federal requirement.

5. Transitional Assistance for Needy Families (TANF) and Title X FP Collaborative

The TANF and Title X Collaborative will conduct statewide activities to support knowledge of and access to FP services by populations in need, with a particular emphasis on Medicaid-eligible women and adolescents at risk for pregnancy. The Contractor shall produce a plan that documents a promotional & partnership building strategy and marketing/outreach campaign that includes identification of the target population, details, activities and projects for reaching the target population and specifies evaluation measures. The NH FP & Contractors will review the plan on an on-going basis to monitor progress towards outcomes and overall project goals.

6. Research

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform the Division of Public Health Services, Maternal and Child Health Section prior to initiating any research related to this contract.

7. School-based Education Programs

Contractors must enter into a written agreement with any school where the Contractor will implement sexuality education programs for students under the age of 18. The agreement must be signed by the school principal/or designee and must include a statement that information was provided to parents which offered the opportunity for the parents to opt their child out of any program to which the parent objects.

B) Staffing Provisions

1. Staff Training and Qualifications

Documentation will be available to show that all staff members employed in the Family Planning program has adequate training to fulfill their activities. Staff performing clinical functions will have NH licensing that is required for their responsibilities. Each agency will employ appropriate credentialing procedures to assure that clinical staffs have appropriate education and experience for their responsibilities.

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2. **Medical Director Participation**

Each agency will have the services of a medical director who has special training and/or experience in family planning services. For each Contractor, the medical director and the clinical staff shall participate in the development and approval of specific guidelines for medical care that meet or exceed these minimal standards. In addition, the medical director shall participate in QI activities and be available to other staff for consultation.

3. **Community Education & Partnership Development**

The Contractor will designate one staff member or committee responsible for the coordination and development of a community education and outreach plan, to include partnership development so as to increase utilization of family planning services. A community education & outreach report will be required, as well as any supporting documentation that supports the development of partnerships with key community stakeholders.

4. **Staffing Changes**

New Hires

The Contractor shall notify the Maternal and Child Health Section (MCHS) 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 shall accompany this notification.

Vacancies

The Contractor must notify MCHS in writing of key positions (agency executive director, agency fiscal director, medical director, site manager, community educator, teen clinic coordinator, TANF coordinator) vacant for more than three months. This may be done through a budget revision. In addition, MCHS must be notified in writing if at any time any site funded under this agreement does not have adequate clinical and administrative staffing to perform all required services for more than one month.

C) Coordination of Services

1. The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.

2. As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.

3. As part of the Family Planning Workplan process, each Contractor will make plan explicitly identifying community services providers who will be contacted for face-to-face meetings intended to build partnerships, increase coordination and referrals with other providers.

D) Meetings and Trainings

The Contractor will be responsible to send staff to meetings and training required by the family planning program, including but not limited to: medical director's meetings, family planning director's meetings, community educator/clinic coordinators meetings, data training and review meetings and family planning orientation.

Contractor Initials: SMP

Date: 5/7/13

III. Quality or Performance Improvement (QI/PI)

A) Workplans

1. Performance Workplans must be submitted and are used to monitor achievement of standard measures of performance of the services provided under this contract. Said workplan is incorporated herein by reference.

2. Performance Workplans and Workplan Outcome Reports will be completed according to the schedule and instructions provided by MCHS. The workplans are a key component of the DPHS and MCHS performance based contracting system and of this contract.

3. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS in to the agency's QI/PI plan. Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets. If the Contractor's performance is above the defined target, no additional information will need to be provided. It will be the understanding that activity and evaluation efforts were effective in reaching the desired outcome. If the Contractor's performance is below the defined target, an explanation must be provided of why and what action steps (corrective action plan) will be taken to improve performance.

4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the Contractor with reasonable notice of such changes.

B) Data and reporting requirements

In addition to Performance Workplans and Outcome Reports, the Contractor shall submit to MCHS the following data used to monitor program performance:

1. 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.

2. The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

3. Completed UDS tables reflecting program performance in the previous calendar as requested by DPHS.

4. A copy of the Contractor's updated Sliding Fee Scale including the amounts(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.

5. An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.

6. Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.

7. By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report.

Contractor Initials: SMP

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8. As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.

9. Comply with all Family Planning Program and STD/HIV Prevention Bureau requirements for reporting chlamydia testing.

C)On-site reviews

1. The Contractor shall allow a team or person authorized by the MCHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical services management, financial management and design and delivery of educational services to assure systems are adequate to provide the contracted services.

2. Reviews shall include client record reviews to measure compliance with this exhibit.

3. 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.

4. On-site reviews may be waived or abbreviated at the discretion of MCHS, upon submission of satisfactory reports of reviews such as Health Services Resources Administration (HRSA): Office of Performance Review (OPR), or reviews from nationally accreditation organizations such as the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), the Community Health Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Healthcare (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.

Contractor Initials: SMP

Date: 5/7/13

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Family Planning Services

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

CONTRACTOR NAME: **Indian Stream Health Center, Inc.**

ADDRESS: **141 Corliss Lane**
Colebrook, NH 03576
QA/Clinical Operations Director: **Jill Gregoire**
TELEPHONE: **603-237-8336**

Vendor #165274-B001 Job #90080203 Appropriation #05-95-90-902010-5530-102-500734
#45130203 #05-95-45-450010-6146-502-500891

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:

   $25,155.18 for Family Planning Services, funded from 60% ($15,093.11) federal funds from Title X Family Planning (CFDA #93.217), and 40% ($10,062.07) general funds in SFY 14.

   $40,918.17 for Family Planning Services, funded from 63% ($25,778.45) federal funds from Title X Family Planning (CFDA #93.217), and 37% ($15,139.72) general funds in SFY 15.

   $20,060 for Family Planning Services - TANF, funded from 100% US Department of Health and Human Services, Administration for Children and Families funds (CFDA #93.558) in SFY 14 and 15.

TOTAL: $86,133.35

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 up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.

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.

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Date: 5/7/13

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: SMP

Date: 5/2/13

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;

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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.

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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.

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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.

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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.

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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.

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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

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(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.

Indian Stream Health Center, 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**

Shirley M. Powell CEO
Name and Title of Authorized Contractor Representative

S M. Powell 5/7/13
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	**Contractor's Representative Title**
Indian Stream Health Center, Inc.	5/7/13
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).

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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.

Sly M. Powell — CEO

Contractor Signature — **Contractor's Representative Title**

Indian Stream Health Center, Inc. — 5/1/13

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.

[signature]	CEO
Contractor Signature	**Contractor's Representative Title**
Indian Stream Health Center, Inc.	5/7/13
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
Indian Stream Health Center, Inc.	5/7/2013
Contractor Name	Date

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY 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 Tile 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, TitleXIII, 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.

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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.

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(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.

Contractor Initials: SMP
Date: 5/7/13

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Contractor Initials: SMP
Date: 5/7/13

(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.

Contractor Initials: SMP
Date: 5/7/13

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

DIVISION OF PUBLIC HEALTH SERVICES	**Indian Stream Health Center, Inc.**
The State Agency Name	Name of Contractor
Lisa L Bujno	Shirley M. Powell
Signature of Authorized Representative	Signature of Authorized Representative
LISA L. BUJNO, MSN, APRN	Shirley M. Powell
Name of Authorized Representative	Name of Authorized Representative
BUREAU CHIEF	CEO
Title of Authorized Representative	Title of Authorized Representative
5-30-2013	5/7/2013
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.

S. M. Powell — (Contractor Representative Signature)

Shirley M. Powell, CEO — (Authorized Contractor Representative Name & Title)

Indian Stream Health Center, Inc. — (Contractor Name)

5/2/13 — (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: 148225258

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: [ ]

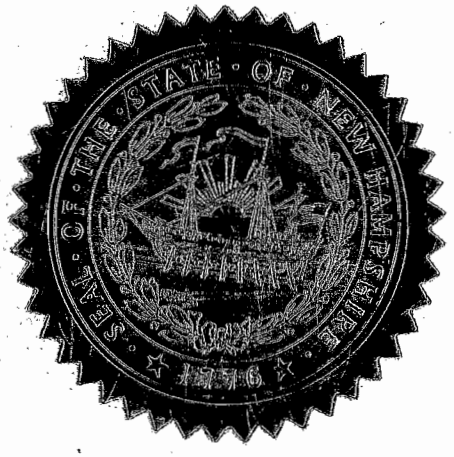
Contractor Initials: SM

Date: 5/7/13

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 INDIAN STREAM HEALTH CENTER, INC. is a New Hampshire nonprofit corporation formed June 1, 2002. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of April A.D. 2013

William M. Gardner
Secretary of State

INDIAN STREAM HEALTH CENTER

"MAXIMIZING THE QUALITY OF LIFE OF AREA RESIDENTS"

CERTIFICATE OF VOTE/AUTHORITY

I, Bridget Freudenberger, of the Indian Stream Health Center, do hereby certify that:

1. I am the duly elected President of the Indian Stream Health Center;
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 23, 2011;

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 Chief Executive Officer (CEO) 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. Shirley M. Powell is the acting CEO of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 7, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the corporation this 7th day of May, 2013.

Bridget Freudenberger

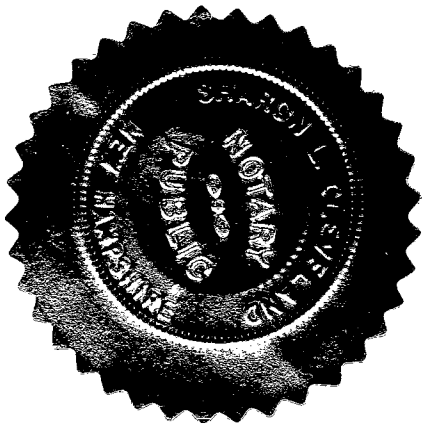
Bridget Freudenberger, President of the Board of Directors

STATE OF NH
COUNTY OF Coos
The foregoing instrument was acknowledged before me this 7th day of May, 2013 by Bridget Freudenberger.

Sharon L. Cleveland

Notary Public/Justice of the Peace

My Commission Expires: SHARON L. CLEVELAND, Notary Public My Commission Expires March 4, 2014



141 Corliss Lane
Colebrook NH 03576
Telephone: (603) 237-8336 Facsimile: (603) 237-4467
www.indianstream.org

INDIAN STREAM
HEALTH CENTER

"MAXIMIZING THE QUALITY OF LIFE OF AREA RESIDENTS"

May 30, 2013

Elizabeth Biron, Program Specialist III
Contracts and Procurement Unit
State of NH, DHHS
129 Pleasant Street, Concord, NH 03301
Phone: 603.271.9559

Re: Certificate of Insurance

To Whom it May Concern:

Our current certificate of insurance expires July 1, 2013. We are currently assessing and obtaining quotes for continuing coverage. We have every intention to fulfill our duty under the contract with the State of New Hampshire, Department of Health and Human Services and do not expect to experience any lapse in coverage.

As soon as we have determined who will provide our coverage for SFY14, we will provide the State with an updated certificate of insurance.

Sincerely,

Shirley M. Powell, CEO

141 Corliss Lane
Colebrook NH 03576
Telephone: (603) 237-8336 Facsimile: (603) 237-4467
www.indianstream.org

INDIA-1 OP ID: AT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/30/13

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

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

PRODUCER CENTURION CORPORATION Centurion Place, PO Drawer 959 Hanover, NH 03755-0959 A. W. Cunningham, CIC Phone: 603-643-2000 Fax: 603-643-2740	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Indian Stream Health Center, Inc. - Shirley Powell 141 Corliss Lane Colebrook, NH 03576	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hanover Insurance Co. INSURER B : Farmington Casualty 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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR X Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC			OHV-3454292-04	07/01/12	07/01/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		IFUB-OC13190-2-12	07/01/12	07/01/13	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
							BUILDING PROPERTY	2,206,005 82,781

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

CERTIFICATE HOLDER

NHDHHS2

The Director, Div of Public
Health Services - NHDHHS
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

INDIAN STREAM HEALTH CENTER, INC.

AUDITED FINANCIAL STATEMENTS

DECEMBER 31, 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
Indian Stream Health Center, Inc.
Colebrook, New Hampshire

We have audited the accompanying financial statements of Indian Stream Health Center, Inc., which comprise the balance sheets as of December 31, 2012 and 2011, the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with 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 from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Indian Stream Health Center, Inc. as of December 31, 2012 and 2011, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 22, 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 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.

Concord, New Hampshire
May 22, 2013

INDIAN STREAM HEALTH CENTER, INC.

BALANCE SHEETS

DECEMBER 31, 2012 AND 2011

ASSETS

	2012	2011
Current Assets		
Cash and cash equivalents	$ 594,500	$ 344,682
Patient accounts receivable, net of allowance for doubtful accounts of $277,454 and $176,585 at December 31, 2012 and 2011, respectively	154,584	166,507
Grants receivable	480,893	205,350
Other receivables	142,509	13,192
Prepaid expenses	14,702	15,589
Total Current Assets	1,387,188	745,320
Assets Limited As To Use	149,929	41,671
Property And Equipment, Net	1,333,786	1,143,944
Other Assets	5,721	5,925
TOTAL ASSETS	$ 2,876,624	$ 1,936,860

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable and accrued expenses	$ 88,919	$ 34,610
Accrued payroll and related expenses	52,023	60,575
Deferred revenue	371,269	152,793
Current maturities of long-term debt	17,877	49,285
Total Current Liabilities	530,088	297,263
Long-term Debt, Less Current Maturities	682,629	798,242
Total Liabilities	1,212,717	1,095,505
Net Assets		
Unrestricted	1,513,978	799,684
Temporarily restricted	149,929	41,671
Total Net Assets	1,663,907	841,355
TOTAL LIABILITIES AND NET ASSETS	$ 2,876,624	$ 1,936,860

(See accompanying notes to these financial statements)

INDIAN STREAM HEALTH CENTER, INC.

STATEMENTS OF OPERATIONS

FOR THE YEARS ENDED DECEMBER 31, 2012 AND 2011

	2012	2011
Operating Revenue		
Patient service revenue	$ 1,687,419	$ 1,601,991
Provision for bad debt	(182,856)	(119,468)
Net patient service revenue	1,504,563	1,482,523
Grant revenue	1,003,194	1,083,855
Community benefit grants	100,000	100,000
Other operating revenue	1,270,796	130,540
Net assets released from restrictions for operations	1,111	19,034
Total Operating Revenue	3,879,664	2,815,952
Operating Expenses		
Salaries and benefits	1,825,367	1,856,920
Other operating expenses	1,474,483	908,366
Depreciation and amortization	60,335	68,370
Interest expense	47,047	49,391
Total Operating Expenses	3,407,232	2,883,047
OPERATING SURPLUS (LOSS) AND EXCESS (DEFICIT) OF REVENUE OVER EXPENSES	472,432	(67,095)
Grants for capital acquisition	241,862	-
Net assets released from restriction for capital acquisition	-	64,547
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	$ 714,294	$ (2,548)

(See accompanying notes to these financial statements)

INDIAN STREAM HEALTH CENTER, INC.

STATEMENTS OF CHANGES IN NET ASSETS

FOR THE YEARS ENDED DECEMBER 31, 2012 AND 2011

	2012	2011
Unrestricted Net Assets:		
Excess (deficit) of revenue over expenses	$ 472,432	$ (67,095)
Grants for capital acquisition	241,862	-
Net assets released from restriction for capital acquisition	-	64,547
Increase (Decrease) in Unrestricted Net Assets	714,294	(2,548)
Temporarily Restricted Net Assets:		
Contributions for capital acquisition	109,369	106,917
Net assets released from restrictions for operations	(1,111)	(19,034)
Net assets released from restriction for capital acquisition	-	(64,547)
Increase in Temporarily Restricted Net Assets	108,258	23,336
Change in Net Assets	822,552	20,788
Net Assets, Beginning of Year	841,355	820,567
NET ASSETS, END OF YEAR	$ 1,663,907	$ 841,355

(See accompanying notes to these financial statements)

INDIAN STREAM HEALTH CENTER, INC.

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2012 AND 2011

	2012	2011
Cash Flows From Operating Activities		
Change in net assets	$ 822,552	$ 20,788
Adjustments to reconcile change in net assets to net cash provided (used)by operating activities		
Provision for bad debts	182,856	119,468
Depreciation and amortization	60,335	68,370
Grants for capital acquisition	(241,862)	-
Restricted contributions for capital acquisition	(109,369)	(106,917)
(Increase) decrease in the following assets:		
Patient accounts receivable	(170,933)	(124,824)
Grants receivable	(275,543)	22,072
Other receivables	(129,317)	(13,192)
Prepaid expenses	887	11,320
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	54,309	(8,869)
Accrued payroll and related expenses	(8,552)	13,566
Deferred revenue	218,476	(13,425)
Net Cash Provided (Used) by Operating Activities	403,839	(11,643)
Cash Flows From Investing Activities		
Increase in assets limited as to use	(108,258)	(23,336)
Capital expenditures	(249,973)	(19,905)
Net Cash Used by Investing Activities	(358,231)	(43,241)
Cash Flows From Financing Activities		
Grants for capital acquisition	241,862	-
Restricted contributions for capital acquisition	109,369	106,917
Proceeds from issuance of long-term debt	-	50,000
Principal payments on long-term debt	(147,021)	(46,722)
Net Cash Provided by Financing Activities	204,210	110,195

INDIAN STREAM HEALTH CENTER, INC.

STATEMENTS OF CASH FLOWS (CONTINUED)

FOR THE YEARS ENDED DECEMBER 31, 2012 AND 2011

	2012	2011
Net Increase in Cash and Cash Equivalents	249,818	55,311
Cash and Cash Equivalents, Beginning of Year	344,682	289,371
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 594,500	$ 344,682
Supplemental Disclosures of Cash Flow Information:		
Cash paid for interest	$ 47,047	$ 49,391

(See accompanying notes to these financial statements)

INDIAN STREAM
HEALTH CENTER

"MAXIMIZING THE QUALITY OF LIFE OF AREA RESIDENTS"

Mission Statement

"Our mission is to provide excellent preventive, acute, and wellness-focused health care to residents within the organization's service area regardless of a patient's ability to pay.

We will focus our resources to maximize the quality of life of area residents in a cost-effective and efficient manner."

141 Corliss Lane
Colebrook NH 03576
Telephone: (603) 237-8336 Facsimile: (603) 237-4467
www.indianstream.org

INDIAN STREAM HEALTH CENTER
BOARD OF DIRECTORS
June 2012 to June 2013

CONTACT LIST

Name & Status	Officers	Telephone - Home	Work Place Info	Home Address	E-mail Address
Bridget Freudenberger (U)	President				
Julie RIffon (U)					
Steve Ellis (U)					
Rick Tillotson (U)	Treasurer				
Gail Fisher (N)	Vice President				
Bill Freedman (U)					
Wayne Urso (U)					
Melissa Routhier (U)					
Linda Lomasney	Secretary				

June 2012 – June 2013
ADMINISTRATION CONTACT LIST

Shirley Powell	CEO		603-388-2416		
Jonathan Brown	CFO		603-237-8336 x 2426		
Sharon Cleveland	Executive Assistant		603-237-8336 x 2480		

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Indian Stream Health Center

Name of Bureau/Section: Maternal and Child Health - Family Planning

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
Shirley M. Powell, CEO	$95,000	0.00%	$0.00
Jill M. Gregoire RN, MSN Clinical Operations	$68,000	0.00%	$0.00
Tanya Young RN Women's Health Coordinator	$55,000	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
Shirley M. Powell, CEO	$95,000	0.00%	$0.00
Jill M. Gregoire RN, MSN Clinical Operations	$68,000	0.00%	$0.00
Tanya Young RN Women's Health Coordinator	$55,000	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.

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Indian Stream Health Center

Name of Bureau/Section: Maternal and Child Health - Family Planning -TANF

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
Shirley M. Powell, CEO	$95,000	0.00%	$0.00
Jill M. Gregoire RN, MSN Clinical Operations	$68,000	0.00%	$0.00
Tanya Young RN Women's Health Coordinator	$55,000	4.70%	$2,592.00
	$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)			**$2,592.00**

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
Shirley M. Powell, CEO	$95,000	0.00%	$0.00
Jill M. Gregoire RN, MSN Clinical Operations	$68,000	0.00%	$0.00
Tanya Young RN Women's Health Coordinator	$55,000	4.70%	$2,592.00
	$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)			**$2,592.00**

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.

Shirley M. Powell

99 Main Street
PO Box 326
Bethel, ME 04217
207-824-0058
powells@megalink.net

EMPLOYMENT

Independent Consultant — June 2000 – Present
SMP Associates
99 Main Street, PO Box 326
Bethel ME 04217

Assist primary health care practices, with an emphasis on Federally Qualified Health Centers, in:

- Organizational assessment and problem solving
- Board and staff training
- Strategic planning
- Practice assessment and development
- Enhancement of financial reimbursement from third parties
- Grants writing development and management
- Interim management including the following organizations:

Acting Chief Executive Officer — June 2007 - Present
Indian Stream Health Center
Colebrook New Hampshire

- Provide interim executive management of a relatively new FQHC
- Assist the Board of Directors in successful CEO recruitment effort
- Provide leadership to staff of health center
- Develop administrative and financial policies and procedures
- Provide Board and staff training related to FQHC regulations
- Work closely with Bureau of Primary Health Care representatives to assure health center compliance and management of Federal funds

Acting Chief Executive Officer — June 2006 – March 2007
Little Rivers Health Care Inc.
Bradford Vermont
Same as above

Acting Executive Director — June 2004 – November 2004
Norwalk Community Health Center
Norwalk Connecticut
Same as above

Acting Executive Director — June–Dec. 2000
Rural Health Centers of Maine (RHCM)
Augusta, ME

- Reorganized this network of four community health centers to a statewide migrant health program
- Assisted the health centers to transition from group of centers working within a network to independent status
- Worked closely with the Boards of Directors of RHCM as well as the health centers in this transition process
- Managed the legal and financial issues related to Federal grants financing
- Assisted the Board in recruitment of permanent Executive Director
- Provided Board and staff training including strategic planning

Community Relations Manager 1990 – 1998
Androscoggin Home Care and Hospice, Inc.
Lewiston, ME

- Served on the Senior Management Team of the largest home health agency in Northern New England
- Developed and managed its fundraising program
- Organized and managed its speaker's bureau
- Developed and wrote the quarterly newsletter
- Planned and managed community relations activities throughout its tri-county service area
- Supervised its volunteer program

Rural Health Centers of Maine 1988 - 1989
Augusta, ME

- Served as consultant to a network of Rural Health Centers throughout central and eastern Maine
- Specifically responsible for the Federal grants programs in four health centers in the following communities: Bucksport, Harrington, Eastport and Ashland

Executive Director 1978 – 1988
Bethel Area Health Center
Bethel, ME

- Wrote the first Federal grant securing rural health initiative funding
- Served as the Center's first Executive Director
- Oversaw all operations including recruitment and supervision of personnel, fiscal and grants management and program development
- During my tenure the Center grew from a part-time physician practice with a student nurse practitioner to a practice employing two full-time family physicians, a full time physician assistant, outreach and support personnel

EDUCATION

University of New Hampshire System, Granite State College
Concord, NH

- Bachelor of Science Degree, Health Care Studies

National Training Labs
Bethel, ME

- Organizational Development and Assessment
- Interpersonal and Group Communication Skills

KNOWLEDGE

- Federally Qualified Health Center requirements and regulations
- Primary health care management systems and practices
- Grass roots advocacy and community development
- Marketing and fundraising techniques
- Grants identification, development and management
- Organizational and Group Development and Behavior
- Human Behavior and Development

SKILLS

- Organizational Development and Management
- Leadership training
- Group facilitation and management
- Interpersonal Communication and Facilitation
- Conflict identification, management and resolution
- Written and Verbal Communication
- Business Management

417 Piper Hill Road
Stewartstown, NH 03576

Phone 603-246-7274
E-mail jillccrn@yahoo.com

Jill M. Gregoire RN, MSN

Summary of qualifications

1987-1989 New Hampshire Vocational Technical College
Berlin, NH

- Associate Degree in Nursing

2003-2004 Saint Leo University, Saint Leo, Florida

- Associate of Arts in Liberal Arts

2002-2004 Jacksonville University, Jacksonville, Florida

- Bachelor of Science in Nursing Degree

2008-2010 University of Phoenix, Phoenix, Arizona

- Master of Science in Nursing

1989-current

- Registered Nurse in the State of New Hampshire

License #: 034069-21

Professional experience

1988 - 1989
Upper Connecticut Valley Hospital Colebrook, NH

- Worked part time as an LPN in M/S, CSR, ED, and post-partum obstetrics while attending college for ADN

1989 - 2002
Upper Connecticut Valley Hospital Colebrook, NH

- Staff RN cross trained in Critical Care, Emergency Department, Labor and Delivery, Post-Partum and Nursery care, Perioperative Nursing (Scrub and Circulate), PACU and Med/Surg

1991-1996

- SCU Nurse Manager: Responsible for quality improvement, policies and procedures and nurse education/training for the department

1998-2000

- Nursing Services Coordinator: Responsible for coordinating nursing scheduling, competencies, performance evaluations, personnel interviews associated with hiring new employees, policies and procedures, and quality improvement for all nursing departments. (M/S, SCU, ED, OB, and OR)

2000-2002

- Continued working as a staff nurse, participating on Medication Error Prevention Committee, locally and also as part of the VHA New England Medication Error Prevention Initiative, regionally representing the Upper Connecticut Valley Hospital. I was also a member of the Drug Utilization and Therapeutic Oversight

committee at UCVH as well as chair person of the Pain Management Committee

2002-May 2006 Concord Hospital, Concord, New Hampshire

- Worked full time as a staff RN in the Critical Care Unit. Experience involved working in the ICU and CCU as well as caring for cardiothoracic surgical patients. Continued participation in the VHA New England Medication Error Prevention Initiative, representing Concord Hospital in the region. I was also a member of Concord Hospital's Medication Safety Committee and Medication Reconciliation Team.

May 2006-current: Indian Stream Health Center, Colebrook, New Hampshire

- Quality Assurance/ Clinical Operations Director
- Responsible for quality assurance and quality improvement efforts. This included development of quality initiatives that promote high quality primary care in accordance with national standards. Coordinate peer review. Assist in grant writing process. Management of primary care, oral health, and family planning grants.
- Oversight of all clinical programs including care management, 340B pharmacy program, family planning services, oral health program, and primary care team functions. Directly supervise the clinical outreach program. OSHA blood borne pathogen exposure control plan and infection control training.
- Monitors patient complaints and risk management issues. Federal Tort Claims Act training and resource for organization.
- Responsible for electronic medical record (EMR) software management, troubleshooting, training and forms building
- Senior leadership role includes collaboration with neighboring critical access hospital

References Available on request

Tanya Young, RN

141 Corliss Lane
Colebrook, NH 03576
603-237-8336

Summary of Qualifications

1988-1990 New Hampshire Vocational Technical College
Berlin, NH
- Associate Degree in Nursing

1990-Current
- Registered Nurse in the State of New Hampshire
  License # 036365-21

Current
- AHA BLS Provider
- AHA ACLS Provider
- PALS Provider (updating in December)
- TNCC (need to update at next available date)

Professional Experience

1989-1990
Upper Connecticut Valley Hospital as a GPN, working in the Emergency Room, Medical Surgical Floor and Obstetrics while attending college for my Associates Degree in Nursing

1990-2010
Upper Connecticut Valley Hospital in Colebrook, NH
- Staff RN cross-trained in Labor & Delivery, Newborn Care, Emergency Dept., Medical-Surgical Dept. and Post Anesthesia Care Unit
- Charge Nurse of Med-Surg. Staff as needed (1991-2000)

1990-2007
- Perioperative Nursing (Scrub & Circulate)
- Interim OR/PACU Supervisor (1995-1996)

1996-1997
- Camp Nurse – Eckerd Family Youth Alternatives
  Camp E-Toh-Anee Coleman State Park Colebrook, NH

1997-2010
- School Nurse – Pittsburg School in Pittsburg, NH
- Active member of Teen Task Force (Pregnancy Prevention)
- Leader in the Buckle – Up for Safety Program
- Leader in the Risk Watch Program (Injury Prevention Program)
- Instructor in Prevention Programs
  -Sun Safety

-Healthy Eating/Exercise
-Dental Hygiene
-Handwashing/Cough Etiquette
-Helmet Safety
-Puberty Education
-Poison Prevention

- Provide annual Health Screenings and Immunizations

2001-2004
- Assist Physicians with School-Based Clinic
  Pittsburg School

2010-present Indian Stream Health Center
Colebrook, NH 03576

Nursing Staff and Women's Health Program Supervisor including Family Planning Administration, Manager of Medication Assistance Program and Flu Clinics.

2011-present Board Member of Pittsburg School

2012-present Board Member of North Country Recreation Center

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

Bidder/Program Name: Indian Stream Health Center

Budget Request for: Basic Family Planning
(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	$ 16,155.18	$ -	$ 16,155.18	
2. Employee Benefits	$ -	$ -	$ -	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ 9,000.00	$ -	$ 9,000.00	
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	$ 25,155.18	$ -	$ 25,155.18	

Indirect As A Percent of Direct 0.0%

PMT

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

Bidder/Program Name: Indian Stream Health Center

Budget Request for: Family Planning Services (TANF)
(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	$ 6,992.00	$ -	$ 6,992.00	
2. Employee Benefits	$ 2,098.00	$ -	$ 2,098.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 440.00	$ -	$ 440.00	
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	$ 500.00	$ -	$ 500.00	
11. Staff Education and Training	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 10,030.00	$ -	$ 10,030.00	

Indirect As A Percent of Direct 0.0%

PMT

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

Bidder/Program Name: Indian Stream Health Center

Budget Request for: Basic Family Planning
(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	$ 28,288.00	$ -	$ 28,288.00	
2. Employee Benefits	$ 2,630.17	$ -	$ 2,630.17	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ 10,000.00	$ -	$ 10,000.00	
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	**$ 40,918.17**	**$ -**	**$ 40,918.17**	

Indirect As A Percent of Direct 0.0%

PMT

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

Bidder/Program Name: Indian Stream Health Center

Budget Request for: Family Planning Services (TANF)
(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	$ 6,992.00	$ -	$ 6,992.00	
2. Employee Benefits	$ 2,098.00	$ -	$ 2,098.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 440.00	$ -	$ 440.00	
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	$ 500.00	$ -	$ 500.00	
11. Staff Education and Training	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 10,030.00	$ -	$ 10,030.00	

Indirect As A Percent of Direct 0.0%

PMT

JUN04'13 PM 1:57 DAS

FORM NUMBER P-37 (version 1/09)

Subject: Family Planning

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 South Main Street Newmarket, NH 03857	
1.5 Contractor Phone Number 603-659-2494	**1.6 Account Number** 05-95-90-902010-5530-102-500734 05-95-45-450010-6146-502-500891	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $395,136.48
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 EL Crepeau		**1.12 Name and Title of Contractor Signatory** Elizabeth Crepeau, President	

1.13 Acknowledgement: State of NH, County of Rockingham

On 5/1/13 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

Michelle L Gaudet

[Seal]

MICHELLE L. GAUDET, Notary Public
My Commission Expires August 22, 16

1.13.2 Name and Title of Notary or Justice of the Peace

Michelle L. Gaudet, Executive Assistant/Grant

1.14 State Agency Signature Lisa L Bujno	**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: 27 May 2013
1.18 Approval by the Governor and Executive Council By:	On:

ELC
5.1.2013

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.

ELC
5.1.2013

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

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Date: 5-1-2013

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.

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Date: 5·1·2013

NH Department of Health and Human Services

Exhibit A

Scope of Services

Family Planning 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
Executive Director: Ann H. Peters
TELEPHONE: 603-659-2494

The Contractor shall:

I. General Provisions

A) Eligibility and Income Determination

Family Planning (FP) services will be provided to individuals of childbearing ages in New Hampshire (NH) who request such services. Preference will be given to clients who live within the Contractor's service area. Special emphasis will be placed on serving adolescents and individuals in low-income families (defined as ≤ **250%** of the U.S. Department of Health & Human Services "Poverty Guidelines").

1. The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

2. The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.

3. Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.

4. Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.

5. The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

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B) Numbers Served

The FP Program will provide comprehensive reproductive health care to include age-appropriate clients, anticipatory guidance, education, assessment, counseling on preconception health care (reproductive life plan) and referrals for nutrition services, substance abuse, domestic violence, sexual assault and other health related issues.

C) 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. Provide clients of limited English proficiency (LEP) with interpreter 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 clients 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. 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, language line).

D) 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 301 as most currently amended (1/05).

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 Offences.

3. Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

E) Relevant Policies and Guidelines

Contractors operate, at minimum, in accordance with the following:

ELC
Contractor Initials: [signature]

Date: 5.1.2013

1. The (Federal) Office of Population Affairs, Office of Family Planning, *Program Guidelines for Project Grants for Family Planning Services*, dated January 2001, and subsequent amendments, program instructions and clarifications.

2. National program priorities established by the Office of Population Affairs.

3. The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.

4. The Contractor must submit to MCHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.

5. The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

F) Publications Funded Under Contract (Standard Language)

1. The DPHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DPHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.

2. All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.

3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

G) Subcontractors

1. If any service required by this exhibit is provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract.

2. In addition, the original DPHS Contractor will remain liable for all requirements included in this exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A. Service Requirements

1. Clinical Services

In addition to following the federal and state guidelines outlined above, clinical services will be guided by the protocol and practice guidelines established by the Contractor and will be supervised by a medical director qualified to oversee obstetric and gynecological care.

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2. HIV Counseling and Testing

HIV counseling and testing provided by family planning Contractors must conform to CDC's *Fundamentals of HIV Prevention Counseling* and staff providing this counseling must be trained in this counseling model.

3. Health Education Materials

Health education materials are to be reviewed according to Federal Program Guidelines for Project Grants for Family Planning Services (reference section 6.8) and the NH State Family Planning Program's Information and Education Policy on the review, approval, and distribution of family planning materials. Delegate agencies may be asked to work with the State in identifying consumer volunteers to review educational materials in order to provide consumer input. Any and all materials an agency develops for marketing or patient education must be submitted, in its final draft form, for approval before printing or duplicating it in quantity.

4. Sterilization Services

Those Contractors providing sterilization services will adhere to all federal sterilization requirements as outlined in the Federal Program Guideline's Attachment C, *Sterilization of Persons in Federally Assisted Family Planning Projects* and subsequent revisions or amendments related to this federal requirement.

5. Transitional Assistance for Needy Families (TANF) and Title X FP Collaborative

The TANF and Title X Collaborative will conduct statewide activities to support knowledge of and access to FP services by populations in need, with a particular emphasis on Medicaid-eligible women and adolescents at risk for pregnancy. The Contractor shall produce a plan that documents a promotional & partnership building strategy and marketing/outreach campaign that includes identification of the target population, details, activities and projects for reaching the target population and specifies evaluation measures. The NH FP & Contractors will review the plan on an on-going basis to monitor progress towards outcomes and overall project goals.

6. Research

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform the Division of Public Health Services, Maternal and Child Health Section prior to initiating any research related to this contract.

7. School-based Education Programs

Contractors must enter into a written agreement with any school where the Contractor will implement sexuality education programs for students under the age of 18. The agreement must be signed by the school principal/or designee and must include a statement that information was provided to parents which offered the opportunity for the parents to opt their child out of any program to which the parent objects.

B) Staffing Provisions

1. Staff Training and Qualifications

Documentation will be available to show that all staff members employed in the Family Planning program has adequate training to fulfill their activities. Staff performing clinical functions will have NH licensing that is required for their responsibilities. Each agency will employ appropriate credentialing procedures to assure that clinical staffs have appropriate education and experience for their responsibilities.

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Date: 5.1.2013

2. **Medical Director Participation**

Each agency will have the services of a medical director who has special training and/or experience in family planning services. For each Contractor, the medical director and the clinical staff shall participate in the development and approval of specific guidelines for medical care that meet or exceed these minimal standards. In addition, the medical director shall participate in QI activities and be available to other staff for consultation.

3. **Community Education & Partnership Development**

The Contractor will designate one staff member or committee responsible for the coordination and development of a community education and outreach plan, to include partnership development so as to increase utilization of family planning services. A community education & outreach report will be required, as well as any supporting documentation that supports the development of partnerships with key community stakeholders.

4. **Staffing Changes**

New Hires

The Contractor shall notify the Maternal and Child Health Section (MCHS) 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 shall accompany this notification.

Vacancies

The Contractor must notify MCHS in writing of key positions (agency executive director, agency fiscal director, medical director, site manager, community educator, teen clinic coordinator, TANF coordinator) vacant for more than three months. This may be done through a budget revision. In addition, MCHS must be notified in writing if at any time any site funded under this agreement does not have adequate clinical and administrative staffing to perform all required services for more than one month.

C) Coordination of Services

1. The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.

2. As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.

3. As part of the Family Planning Workplan process, each Contractor will make plan explicitly identifying community services providers who will be contacted for face-to-face meetings intended to build partnerships, increase coordination and referrals with other providers.

D) Meetings and Trainings

The Contractor will be responsible to send staff to meetings and training required by the family planning program, including but not limited to: medical director's meetings, family planning director's meetings, community educator/clinic coordinators meetings, data training and review meetings and family planning orientation.

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III. Quality or Performance Improvement (QI/PI)

A) Workplans

1. Performance Workplans must be submitted and are used to monitor achievement of standard measures of performance of the services provided under this contract. Said workplan is incorporated herein by reference.

2. Performance Workplans and Workplan Outcome Reports will be completed according to the schedule and instructions provided by MCHS. The workplans are a key component of the DPHS and MCHS performance based contracting system and of this contract.

3. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS in to the agency's QI/PI plan. Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets. If the Contractor's performance is above the defined target, no additional information will need to be provided. It will be the understanding that activity and evaluation efforts were effective in reaching the desired outcome. If the Contractor's performance is below the defined target, an explanation must be provided of why and what action steps (corrective action plan) will be taken to improve performance.

4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the Contractor with reasonable notice of such changes.

B) Data and reporting requirements

In addition to Performance Workplans and Outcome Reports, the Contractor shall submit to MCHS the following data used to monitor program performance:

1. 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.

2. The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

3. Completed UDS tables reflecting program performance in the previous calendar as requested by DPHS.

4. A copy of the Contractor's updated Sliding Fee Scale including the amounts(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.

5. An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.

6. Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.

7. By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report.

Contractor Initials: ELC

Date: 5.1.2013

8. As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.

9. Comply with all Family Planning Program and STD/HIV Prevention Bureau requirements for reporting chlamydia testing.

C)On-site reviews

1. The Contractor shall allow a team or person authorized by the MCHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical services management, financial management and design and delivery of educational services to assure systems are adequate to provide the contracted services.

2. Reviews shall include client record reviews to measure compliance with this exhibit.

3. 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.

4. On-site reviews may be waived or abbreviated at the discretion of MCHS, upon submission of satisfactory reports of reviews such as Health Services Resources Administration (HRSA): Office of Performance Review (OPR), or reviews from nationally accreditation organizations such as the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), the Community Health Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Healthcare (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.

Contractor Initials: ELC

Date: 5.1.2013

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Family Planning 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
Executive Director: **Ann H. Peters**
TELEPHONE: **603-659-2494**

Vendor #177677-B001 Job #90080203 Appropriation #05-95-90-902010-5530-102-500734
#45130203 #05-95-45-450010-6146-502-500891

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:

   $167,684.74 for Family Planning Services, funded from 60% ($100,610.84) federal funds from Title X Family Planning (CFDA #93.217), and 40% ($67,073.90) general funds in SFY 14.

   $168,013.74 for Family Planning Services, funded from 63% ($105,848.65) federal funds from Title X Family Planning (CFDA #93.217), and 37% ($62,165.09) general funds in SFY 15.

   $59,438 for Family Planning Services - TANF, funded from 100% US Department of Health and Human Services, Administration for Children and Families funds (CFDA #93.558) in SFY 14 and 15.

TOTAL: $395,136.48

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 up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.

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.

Contractor Initials: ELC

Date: 5.1.2013

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: ELC

Date: 5.1.2013

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;

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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.

Contractor Initials: ELC

Date: 5.1.2013

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.

Contractor Initials: ELC

Date: 5.1.2013

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.

Contractor Initials: ELC

Date: 5.1.2013

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: ELC

Date: 5.1.2013

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.

Contractor Initials: ELL

Date: 5.1.2013

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

Contractor Initials: ELC

Date: 5.1.2013

(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**

Elizabeth Crepeau, President

Name and Title of Authorized Contractor Representative

EL Crepeau 5.1.2013

Contractor Representative Signature **Date**

ELC
5.1.2013

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
*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.

ELCrepeau — Elizabeth Crepeau, President

Contractor Signature — **Contractor's Representative Title**

Lamprey Health Care, Inc. — 5.1.2013

Contractor Name — **Date**

ELC
5.1.2013

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).

Contractor Initials: ELC

Date: 5.1.2013

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.

ELCrepeau — Elizabeth Crepeau, President

Contractor Signature — **Contractor's Representative Title**

Lamprey Health Care, Inc. — 5·1·2013

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.

ELCrepeau	Elizabeth Crepeau, President
Contractor Signature	**Contractor's Representative Title**
Lamprey Health Care, Inc.	5.1.2013
Contractor Name	**Date**

ELC
5.1.2013

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.

EL Chapman	President
Contractor Signature	Contractor's Representative Title
Lamprey Health Care, Inc.	5.1.2013
Contractor Name	Date

ELL
5.1.2013

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY 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 Tile 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, TitleXIII, 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.

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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.

Contractor Initials: ELC

Date: 5.1.2013

(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.

Contractor Initials: E2C

Date: 5.1.2013

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.

Contractor Initials: EAC

Date: 5·1·2013

(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.

Contractor Initials: ELC

Date: 5.1.2013

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
Lisa L	ELCupeau
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
Title of Authorized Representative	Title of Authorized Representative
5-30-2013	5.1.2013
Date	Date

ELC
5.1.2013

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.

E L Crepeau	Elizabeth Crepeau, President
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Lamprey Health Care, Inc.	5.1.2013
(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: 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: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

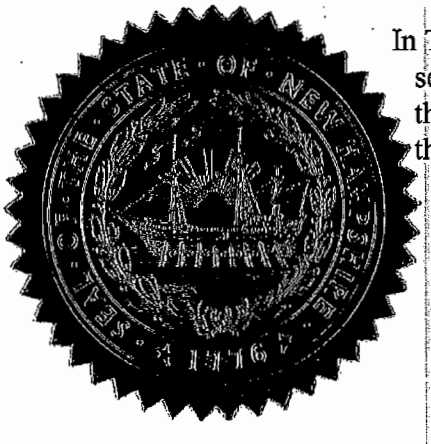
Contractor Initials: EAC

Date: 5.1.2013

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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

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 May 1, 2013.

3.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Lamprey Health Care this 1st day of May, 2013.

Janis Reams

Janis Reams, Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 1st day of May, 2013 by Janis Reams.

Michelle L Gaudet

Notary Public
My Commission Expires:

MICHELLE L. GAUDET, Notary Public
My Commission Expires August 22, 2017

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

Client#: 246027 LAMPREYHEA1

ACORD™ 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	CONTACT NAME: Amanda Keaveney	
HUB International New England, LLC 136 Turnpike Road, Suite 105 Southborough, MA 01772 508 303-9470	PHONE (A/C, No, Ext): 508-303-9470	FAX (A/C, No): 508-303-9476
	E-MAIL ADDRESS: amanda.keaveney@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity	
INSURED LAMPREY HEALTH CARE, INC. FRIENDS OF LAMPREY HEALTH CARE 207 SOUTH MAIN STREET NEWMARKET, NH 03857	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PHPK888447	07/01/2012	07/01/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$20,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$3,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			PHPK888447	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB388508	07/01/2012	07/01/2013	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WCA00545400	07/01/2012	07/01/2013	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

Michael A Chapman

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.

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 EXPENES 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

	2012	2011
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	9,229	9,229
(Decrease) Increase in Unrestricted Net Assets	(152,958)	2,878,685
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	(9,229)	(259,229)
Increase (Decrease) in Temporarily Restricted Net Assets	99,148	(15,901)
Change in Net Assets	(53,810)	2,862,784
Net assets, beginning of year	8,654,121	5,791,337
NET ASSETS, END OF YEAR	$ 8,600,311	$ 8,654,121

(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

	2012	2011
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	458,444	254,863
Cash Flows From Investing Activities:		
(Increase) decrease in assets limited as to use	(141,815)	394,964
Capital expenditures	(286,215)	(4,474,028)
Net Cash Used by Investing Activities	(428,030)	(4,079,064)

(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

Administrative Offices, 207 South Main Street, Newmarket, NH 03857 • 603-659-2494 • Fax: 603-659-7572
Newmarket Center, 207 South Main Street, Newmarket, NH 03857 • 603-659-3106 • Fax: 603-659-8003
Raymond Center, 128 State Route 27, Raymond, NH 03077 • 603-895-3351 • Fax: 603-895-0773
Nashua Area Health Center, 10 Prospect Street, Suite 102, Nashua, NH 03060 • 603-883-1626 • Fax: 603-883-6633

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: Bureau of Population Health and Community Services / Maternal and Child Health Section

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
Patricia Mason, Women's Health and Family Planning Coordinator	$48,043	17.50%	$8,407.53
	$0	0.00%	$0.00
	$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			$8,407.53

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	$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
Patricia Mason, Women's Health and Family Planning Coordinator	$48,043	17.50%	$8,407.53
	$0	0.00%	$0.00
	$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			$8,407.53

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.

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
207 South Main Street
Newmarket, NH 03857
(603) 659-2494

EXPERIENCE

Chief Fiscal Officer/Chief Information Officer **April 1981 to Present**
Lamprey Health Care, Inc., Newmarket, NH

- Facilitated the operational planning and budgeting and implementation for $12+ million Federally Qualified Health Center (FQHC). Net income was within 1% of budget for all years.
- Negotiated financing for the construction of eight medical/administrative facilities.
- Raised funds and implemented Electronic Health Record for four medical sites.
- Implemented Health Information Exchange for network of 10 FQHC's
- Played key role in discussion with New Hampshire's Department of Health and Human Services (DHHS) to insure adequate APM reimbursement for FQHC's in State of NH including the development of an FQHC billing manual.
- Led Accounting and IT Departments in the screening and hiring of audit professionals for 403B, annual and Security audits.
- Negotiated with managed care companies on contracts for commercial and Medicaid managed care.
- Researched and implemented 403B vendors with focus on performance and compliance.
- Developed an analysis of needs and possible vendors for insurance services, moving business to an A+ broker with a cost savings of 10%.
- Centralized purchasing role for the agency, standardizing supplies ordered with savings of 15%.
-

Network Information Officer
Community Health Access Network **July 1996 to present**

- Instrumental in the formation of a Health Center Controlled Network (HCCN), Community Health Access Network (CHAN), to standardize clinical operations between 10 FQHC's.
- Led the implementation of EHR at 10 member sites.
- Played key role in a major security upgrade to the CHAN infrastructure.
- Assisted in the development of standards for HCCN's through a Health Resources and Services Administration (HRSA) funded program focused on the expansion of HCCN's.

PROFESSIONAL MEMBERSHIP
National Association of Community Health Centers
Health Information and Management Systems Society

COMMITTEES
Bi-State Primary Care Association Finance Committee
Health Information and Management Systems Society Davies Award Committee

TRAININGS AND EDUCATION

TRAININGS AND EDUCATION

Boston University, Boston, MA
Master of Business Administration
Information Systems Concentration, June 1991

University of New Hampshire, Durham, NH
Bachelor of Science, 1981

Harvard School of Public Health
Leadership Strategies for Information Technologies in Health Care, 2011

National Association of Community Health Centers (NACHC)
NACHC Financial and Operations Training Level 1, 2 and 3

AWARDS

2008 **HIMMS Davies Award of Excellence** was awarded to CHAN and Lamprey Health Care for their excellence in the implementation and value of health information technology and electronic health records (EHR).

2006 **Jeffrey T. Latman Award for Leadership in Health Care Finance** to Sandra Pardus by National Association of Community Health Centers for her achievements as an outstanding fiscal officer.

Nicole M. Watson, BSN, RN
Lamprey Health Care, Raymond Center
128 Route 27
Raymond, NH 03077
(603) 895-3351

Professional Experience Summery:

- **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:

- NNESHRM – 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

Patricia A. Mason
22 Prospect Street
Nashua, NH 03060
(603) 883-1626

Education: St. Joesph's School of Nursing, Nashua, NH
Continental Acadmie of Hair, Hudson, NH

Activities And Awards:
2005 to Present: Greater Nashua Medical Reserve Corps
2006 to Present: Disaster Medical Assistant Team DMAT-MA2
2003 to Present: Bridges Domestic Violence/Assault Victims Advocate
1987 to Present: American Heart Basic Life Support Instructor
1984 to 2006: Call Firefighter/EMT-Intermediate Hudson Fire Dept.
2003: Governor's Citation for Performance in the line of duty
2005 Town of Hudson Fire Chief's award

EXPERIENCE

1/02 – Present **Lamprey Health Care - Nashua, N.H.**
Women's Health and Family Planning Coordinator: Act as the administrative officer for women's health services. Responsible for the supervision, program and budgetary management of the Family Planning and Teen clinic programs, Outreach programs and Prenatal care services. Monitor compliance with state and federal standards, policies, guidelines and grant conditions. Assist with Family Planning and Prenatal work plans. Obtain and document all pertinent medical and social history on all new prenatal patients and coordinate laboratory testing. Assist the physician and mid-level providers in coordinating patient care. Maintain a prenatal data base and perform audits. Set up and oversee weekly High Risk review meetings. Supervision and management of The Teen To Teen clinic, an Adolescent Contraceptive Health program. Provide HIV counseling and blood draws for this clinic. Administer injections and medication as directed. Perform Annual CPR recertification for employees along with Lactation counseling and domestic violence counseling as needed. Act as the Emergency Management Director for our site.

11/03–Present **Bridges, Nashua, N.H.**
Crisis Intervention Advocate. Answer the Domestic Violence/Rape and Assault crisis phone line 12 hours per month.

4/05 – Present **Greater Nashua Medical Reserve Corps, Nashua, N.H.**
Attend monthly meetings for training/information purposes. Volunteer for community Events/Disaster relief efforts. Prepare for local catastrophic events.

2006-Present **Disaster Medical Assistance Team – DMAT-MA2**
Respond as activated to locations in the United States that have had disasters and are in need of medical aid. This team also provides the medical services for large gatherings such as the Boston Marathon, Boy Scout Jamboree, Presidential Conventions etc.

12/84 – 2006 **Emergency Medical Technician Intermediate/Career Level Fire Fighter**, Hudson Fire Department, Hudson, N.H. Perform emergency medical care and transportation of patients to Emergency Departments along with the duties of a firefighter.

LICENSURE/ CERTIFICATIONS State of N.H. Licensed Practical Nurse, Manual Cardiac Defibrillation, American Heart Association CPR Instructor, State of N.H. Cosmetology, Certified In I.V Therapy, Phlebotomy, Emergency Pharmacology, Career Level Firefighter, Lactation Consultant, Domestic Violence and Sexual Assault Advocate, State of N.H. Notary.

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

Bidder/Program Name: Lamprey Health Care

Budget Request for: Family Planning Program 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	$118,234.30		$118,234.30	
2. Employee Benefits	$ 23,541.44		$ 23,541.44	
3. Consultants	$ -		$ -	
4. Equipment:	$ -		$ -	
Rental	$ -		$ -	
Repair and Maintenance	$ -		$ -	
Purchase/Depreciation	$ -		$ -	
5. Supplies:			$ -	
Educational	$ -		$ -	
Lab	$ 25,909.00		$ 25,909.00	
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	**$167,684.74**	**$ -**	**$167,684.74**	

Indirect As A Percent of Direct 0.0%

PMT

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

Bidder/Program Name: Lamprey Health Care

Budget Request for: Family Planning - TANF
(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	$ 23,435.70	$ -	$23,435.70	
2. Employee Benefits	$ 6,283.30	$ -	$ 6,283.30	
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	**$ 29,719.00**	**$ -**	**$29,719.00**	

Indirect As A Percent of Direct 0.0%

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

Bidder/Program Name: Lamprey Health Care

Budget Request for: Family Planning Program 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	$118,563.30		$118,563.30	
2. Employee Benefits	$ 23,541.44		$ 23,541.44	
3. Consultants	$ -		$ -	
4. Equipment:	$ -		$ -	
Rental	$ -		$ -	
Repair and Maintenance	$ -		$ -	
Purchase/Depreciation	$ -		$ -	
5. Supplies:			$ -	
Educational	$ -		$ -	
Lab	$ 25,909.00		$ 25,909.00	
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	**$168,013.74**	**$ -**	**$168,013.74**	

Indirect As A Percent of Direct 0.0%

PNF

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

Bidder/Program Name: Lamprey Health Care

Budget Request for: Family Planning - TANF
(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	$ 23,435.70	$ -	$ 23,435.70	
2. Employee Benefits	$ 6,283.30	$ -	$ 6,283.30	
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	**$ 29,719.00**	**$ -**	**$ 29,719.00**	

Indirect As A Percent of Direct 0.0%

RM

FORM NUMBER P-37 (version 1/09)

Subject: Family Planning

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 Weeks Medical Center, Inc.		**1.4 Contractor Address** 170 Middle Street Lancaster, NH 03584	
1.5 Contractor Phone Number 603-788-5398	**1.6 Account Number** 05-95-90-902010-5530-102-500734 05-95-45-450010-6146-502-500891	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $115,329.58
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** SCOTT HOWE, CHIEF EXECUTIVE OFFICER	

1.13 Acknowledgement: State of NH, County of COOS

On 5/2/2013, 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] Kathy St.Onge

KATHY ST. ONGE, Notary Public
My Commission Expires June 22, 2016

1.13.2 Name and Title of Notary or Justice of the Peace

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: 27 May 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.

8. EVENT OF DEFAULT/REMEDIES.

5/2/13

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

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Date: 5/2/2013

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.

Contractor Initials: _____
Date: 5/2/2013

NH Department of Health and Human Services

Exhibit A

Scope of Services

Family Planning Services

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

CONTRACTOR NAME: **Weeks Medical Center, Inc.**

ADDRESS: **173 Middle Street**
Lancaster, NH 03584
Grants Administrator: **Patricia Cotter**
TELEPHONE: **603-788-5398**

The Contractor shall:

I. General Provisions

A) Eligibility and Income Determination

Family Planning (FP) services will be provided to individuals of childbearing ages in New Hampshire (NH) who request such services. Preference will be given to clients who live within the Contractor's service area. Special emphasis will be placed on serving adolescents and individuals in low-income families (defined as ≤ **250%** of the U.S. Department of Health & Human Services "Poverty Guidelines").

1. The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

2. The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.

3. Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.

4. Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.

5. The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

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B) Numbers Served

The FP Program will provide comprehensive reproductive health care to include age-appropriate clients, anticipatory guidance, education, assessment, counseling on preconception health care (reproductive life plan) and referrals for nutrition services, substance abuse, domestic violence, sexual assault and other health related issues.

C) 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. Provide clients of limited English proficiency (LEP) with interpreter 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 clients 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. 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, language line).

D) 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 301 as most currently amended (1/05).

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 Offences.

3. Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

E) Relevant Policies and Guidelines

Contractors operate, at minimum, in accordance with the following:

Contractor Initials: _____

Date: 5/2/2013

1. The (Federal) Office of Population Affairs, Office of Family Planning, *Program Guidelines for Project Grants for Family Planning Services*, dated January 2001, and subsequent amendments, program instructions and clarifications.

2. National program priorities established by the Office of Population Affairs.

3. The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.

4. The Contractor must submit to MCHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.

5. The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

F) Publications Funded Under Contract (Standard Language)

1. The DPHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DPHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.

2. All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.

3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

G) Subcontractors

1. If any service required by this exhibit is provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract.

2. In addition, the original DPHS Contractor will remain liable for all requirements included in this exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A. Service Requirements

1. Clinical Services

In addition to following the federal and state guidelines outlined above, clinical services will be guided by the protocol and practice guidelines established by the Contractor and will be supervised by a medical director qualified to oversee obstetric and gynecological care.

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2. HIV Counseling and Testing

HIV counseling and testing provided by family planning Contractors must conform to CDC's *Fundamentals of HIV Prevention Counseling* and staff providing this counseling must be trained in this counseling model.

3. Health Education Materials

Health education materials are to be reviewed according to Federal Program Guidelines for Project Grants for Family Planning Services (reference section 6.8) and the NH State Family Planning Program's Information and Education Policy on the review, approval, and distribution of family planning materials. Delegate agencies may be asked to work with the State in identifying consumer volunteers to review educational materials in order to provide consumer input. Any and all materials an agency develops for marketing or patient education must be submitted, in its final draft form, for approval before printing or duplicating it in quantity.

4. Sterilization Services

Those Contractors providing sterilization services will adhere to all federal sterilization requirements as outlined in the Federal Program Guideline's Attachment C, *Sterilization of Persons in Federally Assisted Family Planning Projects* and subsequent revisions or amendments related to this federal requirement.

5. Transitional Assistance for Needy Families (TANF) and Title X FP Collaborative

The TANF and Title X Collaborative will conduct statewide activities to support knowledge of and access to FP services by populations in need, with a particular emphasis on Medicaid-eligible women and adolescents at risk for pregnancy. The Contractor shall produce a plan that documents a promotional & partnership building strategy and marketing/outreach campaign that includes identification of the target population, details, activities and projects for reaching the target population and specifies evaluation measures. The NH FP & Contractors will review the plan on an on-going basis to monitor progress towards outcomes and overall project goals.

6. Research

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform the Division of Public Health Services, Maternal and Child Health Section prior to initiating any research related to this contract.

7. School-based Education Programs

Contractors must enter into a written agreement with any school where the Contractor will implement sexuality education programs for students under the age of 18. The agreement must be signed by the school principal/or designee and must include a statement that information was provided to parents which offered the opportunity for the parents to opt their child out of any program to which the parent objects.

B) Staffing Provisions

1. Staff Training and Qualifications

Documentation will be available to show that all staff members employed in the Family Planning program has adequate training to fulfill their activities. Staff performing clinical functions will have NH licensing that is required for their responsibilities. Each agency will employ appropriate credentialing procedures to assure that clinical staffs have appropriate education and experience for their responsibilities.

Contractor Initials: _____

Date: 5/2/2013

2. **Medical Director Participation**

Each agency will have the services of a medical director who has special training and/or experience in family planning services. For each Contractor, the medical director and the clinical staff shall participate in the development and approval of specific guidelines for medical care that meet or exceed these minimal standards. In addition, the medical director shall participate in QI activities and be available to other staff for consultation.

3. **Community Education & Partnership Development**

The Contractor will designate one staff member or committee responsible for the coordination and development of a community education and outreach plan, to include partnership development so as to increase utilization of family planning services. A community education & outreach report will be required, as well as any supporting documentation that supports the development of partnerships with key community stakeholders.

4. **Staffing Changes**

New Hires

The Contractor shall notify the Maternal and Child Health Section (MCHS) 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 shall accompany this notification.

Vacancies

The Contractor must notify MCHS in writing of key positions (agency executive director, agency fiscal director, medical director, site manager, community educator, teen clinic coordinator, TANF coordinator) vacant for more than three months. This may be done through a budget revision. In addition, MCHS must be notified in writing if at any time any site funded under this agreement does not have adequate clinical and administrative staffing to perform all required services for more than one month.

C) Coordination of Services

1. The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.

2. As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.

3. As part of the Family Planning Workplan process, each Contractor will make plan explicitly identifying community services providers who will be contacted for face-to-face meetings intended to build partnerships, increase coordination and referrals with other providers.

D) Meetings and Trainings

The Contractor will be responsible to send staff to meetings and training required by the family planning program, including but not limited to: medical director's meetings, family planning director's meetings, community educator/clinic coordinators meetings, data training and review meetings and family planning orientation.

Contractor Initials: _____

Date: 5/2/2013

III. Quality or Performance Improvement (QI/PI)

A) Workplans

1. Performance Workplans must be submitted and are used to monitor achievement of standard measures of performance of the services provided under this contract. Said workplan is incorporated herein by reference.

2. Performance Workplans and Workplan Outcome Reports will be completed according to the schedule and instructions provided by MCHS. The workplans are a key component of the DPHS and MCHS performance based contracting system and of this contract.

3. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS in to the agency's QI/PI plan. Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets. If the Contractor's performance is above the defined target, no additional information will need to be provided. It will be the understanding that activity and evaluation efforts were effective in reaching the desired outcome. If the Contractor's performance is below the defined target, an explanation must be provided of why and what action steps (corrective action plan) will be taken to improve performance.

4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the Contractor with reasonable notice of such changes.

B) Data and reporting requirements

In addition to Performance Workplans and Outcome Reports, the Contractor shall submit to MCHS the following data used to monitor program performance:

1. 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.

2. The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

3. Completed UDS tables reflecting program performance in the previous calendar as requested by DPHS.

4. A copy of the Contractor's updated Sliding Fee Scale including the amounts(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.

5. An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.

6. Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.

7. By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report.

Contractor Initials: _____

Date: 5/2/2013

8. As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.

9. Comply with all Family Planning Program and STD/HIV Prevention Bureau requirements for reporting chlamydia testing.

C)On-site reviews

1. The Contractor shall allow a team or person authorized by the MCHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical services management, financial management and design and delivery of educational services to assure systems are adequate to provide the contracted services.

2. Reviews shall include client record reviews to measure compliance with this exhibit.

3. 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.

4. On-site reviews may be waived or abbreviated at the discretion of MCHS, upon submission of satisfactory reports of reviews such as Health Services Resources Administration (HRSA): Office of Performance Review (OPR), or reviews from nationally accreditation organizations such as the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), the Community Health Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Healthcare (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.

Contractor Initials: _____

Date: 5/2/2013

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Family Planning Services

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

CONTRACTOR NAME: **Weeks Medical Center, Inc.**

ADDRESS: **173 Middle Street**
Lancaster, NH 03584
Grants Administrator: **Patricia Cotter**
TELEPHONE: **603-788-5398**

Vendor #177171-R001 Job #90080203 Appropriation #05-95-90-902010-5530-102-500734
#45130203 #05-95-45-450010-6146-502-500891

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:

   $44,387.33 for Family Planning Services, funded from 60% ($26,632.40) federal funds from Title X Family Planning (CFDA #93.217), and 40% ($17,754.93) general funds in SFY 14.

   $46,088.25 for Family Planning Services, funded from 63% ($29,035.60) federal funds from Title X Family Planning (CFDA #93.217), and 37% ($17,052.65) general funds in SFY 15.

   $24,854 for Family Planning Services - TANF, funded from 100% US Department of Health and Human Services, Administration for Children and Families funds (CFDA #93.558) in SFY 14 and 15.

TOTAL: $115,329.58

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 up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.

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.

Contractor Initials: _____

Date: 5/2/2013

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: _____

Date: 5/2/2013

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;

Contractor Initials: _____

Date: 5/2/2013

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.

Contractor Initials: _____

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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.

Contractor Initials: _____
Date: 5/2/2013

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.

Contractor Initials: _____

Date: 5/2/2013

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.

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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: _____

Date: 5/2/2013

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

Contractor Initials: _____
Date: 5/2/2013

(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.

Weeks Medical Center, 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**

SCOTT HOWE, CHIEF EXECUTIVE OFFICER

Name and Title of Authorized Contractor Representative

5/2/2013

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.

	SCOTT HOWE, CHIEF EXECUTIVE OFFICER
Contractor Signature	**Contractor's Representative Title**
Weeks Medical Center, Inc.	5/2/2013
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).

Contractor Initials: _____

Date: 5/2/2013

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.

	SCOTT HOWE CHIEF EXECUTIVE OFFICER
Contractor Signature	**Contractor's Representative Title**
Weeks Medical Center, Inc.	5/2/2013
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.

	SCOTT HOWE CHIEF EXECUTIVE OFFICER
Contractor Signature	**Contractor's Representative Title**
Weeks Medical Center, Inc.	5/2/2013
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.

Contractor Signature	Scott Howe Chief Executive Officer Contractor's Representative Title
Weeks Medical Center, Inc. Contractor Name	5/2/2013 Date

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY 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 Tile 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, TitleXIII, 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.

Contractor Initials: _____

Date: 5/2/2013

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.

Contractor Initials: _____

Date: 5/2/2013

(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.

Contractor Initials: _____

Date: 5/2/2013

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.

Contractor Initials: _____

Date: 5/2/2013

(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.

Contractor Initials: _____

Date: 5/2/2013

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

DIVISION OF PUBLIC HEALTH SERVICES	**Weeks Medical Center, Inc.**
The State Agency Name	Name of Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA L. BUJNO, MSN, APRN	SCOTT HOWE CHIEF EXECUTIVE OFFICER
Name of Authorized Representative	Name of Authorized Representative
BUREAU CHIEF	CHIEF EXECUTIVE OFFICER
Title of Authorized Representative	Title of Authorized Representative
5-30-2013	5/2/2013
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)	[redacted] SCOTT HOWE, CHIEF EXECUTIVE OFFICER (Authorized Contractor Representative Name & Title)
Weeks Medical Center, Inc. (Contractor Name)	[redacted] 5/2/2013 (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: 073968752

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:

Contractor Initials:

Date: 5/2/13

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 WEEKS MEDICAL CENTER is a New Hampshire nonprofit corporation formed December 22, 1919. 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 26th day of April A.D. 2013

William M. Gardner
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, Lisa Tetreault, of Weeks Medical Center, do hereby certify that:

1. I am the duly elected Chairman of the Board of Trustees of Weeks Medical Center;
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 22, 2011;

   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 the Chief Executive Officer 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.

   Scott Howe is the duly elected Chief Executive Office of the corporation.
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 2, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Board of Trustees of the corporation this 2nd day of May, 2013.

Lisa M Tetreault

STATE OF New Hampshire

COUNTY OF Coos

The foregoing instrument was acknowledged before me this 2nd day of May, 2013 by Lisa Tetreault.

Kathy St. Onge

Notary Public/Justice of the Peace
My Commission Expires:

KATHY ST. ONGE, Notary Public
My Commission Expires June 22, 2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/17/2013

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	CONTACT NAME:	
Integro USA Inc. dba Integro Insurance Brokers Two Financial Center 60 South Street, Suite 800 Boston, MA 02111 1-617-531-6000	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: LEXINGTON INS CO	19437
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Weeks Medical Center
173 Middle Street
Lancaster, NH 03584

COVERAGES **CERTIFICATE NUMBER:** 31622176 **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			6795757	10/01/12	10/01/13	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	HEALTHCARE PROFESSIONAL LIABILITY (Claims Made)			6795757	10/01/12	10/01/13	Each Medical Incid	1,000,000
							Aggregate	3,000,000

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

Evidence of Insurance only
RE: NH DHHS Grant Application Fiscal Year 2014 and 2015

CERTIFICATE HOLDER

State of New Hampshire
Department of Health & Human Services
29 Hazen Drive
Concord, NH 03301
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Client#: 48345 WEEKS1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/17/2013

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	CONTACT NAME:	
Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	PHONE (A/C, No, Ext): 603 225-6611	FAX (A/C, No): 603-225-7935
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : A.I.M. Mutual Insurance Co.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Weeks Medical Center
173 Middle St.
Lancaster, NH 03584

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			ECC4000173012013	01/01/2013	01/01/2014	☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH) 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

The Director
Div 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

MES

BerryDunn

INDEPENDENT AUDITORS' REPORT

Board of Trustees
Weeks Medical Center

We have audited the accompanying balance sheets of Weeks Medical Center (the Hospital) 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 Hospital's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free 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 financial statements referred to above present fairly, in all material respects, the financial position of Weeks Medical Center as of September 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 U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 18, 2012

WEEKS MEDICAL CENTER

Balance Sheets

September 30, 2012 and 2011

ASSETS

	2012	2011
Current assets		
Cash	**$ 2,546,377**	$ 3,718,358
Patient accounts receivable, net of allowances of $4,989,273 and $4,924,299 in 2012 and 2011, respectively	**4,958,306**	4,660,466
Other receivables	**1,158,596**	989,834
Estimated third-party settlements	**1,042,423**	293,956
Supplies	**783,723**	810,445
Prepaid expenses	**235,949**	171,047
Total current assets	**10,725,374**	10,644,106
Investments	**13,858,867**	12,203,156
Property and equipment, net	**17,469,737**	16,532,564
Deferred financing costs, net	**127,226**	134,327
Total assets	**$42,181,204**	$39,514,153

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

LIABILITIES AND NET ASSETS

	2012	2011
Current liabilities		
Current portion of capital leases	**$ 21,153**	$ 115,280
Current portion of long-term debt	**319,500**	319,500
Accounts payable and accrued expenses	**2,261,531**	1,883,370
Accrued salaries, wages and related accounts	**2,218,906**	2,033,869
Deferred revenue	**1,708,894**	430,379
Total current liabilities	**6,529,984**	4,782,398
Capital lease, less current portion	**25,995**	47,147
Long-term debt, less current portion	**9,080,500**	9,380,500
Interest rate swap	**863,058**	822,038
Total liabilities	**16,499,537**	15,032,083
Commitments and contingencies (Notes 4, 7, and 15)		
Net assets		
Unrestricted	**24,131,764**	22,995,706
Temporarily restricted	**561,889**	569,450
Permanently restricted	**988,014**	916,914
Total net assets	**25,681,667**	24,482,070
Total liabilities and net assets	**$ 42,181,204**	$39,514,153

WEEKS MEDICAL CENTER

Statements of Operations

Years Ended September 30, 2012 and 2011

	2012	2011
Unrestricted revenues, gains, and other support		
Patient service revenue (net of contractual allowances and discounts)	$ 41,352,770	$ 41,266,584
Provision for bad debts	2,009,760	2,531,263
Net patient service revenue	39,343,010	38,735,321
Net assets released from restrictions used for operations	84,822	73,745
Other operating revenue	1,768,133	1,441,685
Total unrestricted revenues, gains and other support	41,195,965	40,250,751
Expenses		
Salaries and wages	15,578,361	15,345,461
Employee benefits	4,533,779	4,438,425
Physician salaries and fees	7,024,032	6,728,746
Medicaid enhancement tax	1,306,776	1,511,805
Contract labor	402,577	388,242
Medical supplies	4,226,956	4,045,797
Other supplies and services	4,662,087	4,183,355
Utilities	830,462	869,134
Insurance	292,002	289,780
Depreciation and amortization	2,377,919	2,092,907
Interest	475,183	492,072
Total expenses	41,710,134	40,385,724
Operating loss	(514,169)	(134,973)
Nonoperating gains (losses)		
Contributions	47,424	15,265
Investment income, net	1,601,625	145,229
Unrealized loss on interest rate swap	(41,020)	(17,117)
Total nonoperating gains	1,608,029	143,377
Excess of revenues, gains, and other support over expenses and losses	1,093,860	8,404
Net assets released from restrictions for capital acquisitions	42,198	566,913
Increase in unrestricted net assets	1,136,058	575,317
Unrestricted net assets, beginning of year	22,995,706	
Unrestricted net assets, end of year	$ 24	

The accompanying notes are an integral

WEEKS MEDICAL CENTER

Statement of Changes in Net Assets

Years Ended September 30, 2012 and 2011

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balances, October 1, 2010	$ 22,420,389	$ 1,188,365	$ 911,914	$ 24,520,668
Excess of revenues, gains and support over expenses and losses	8,404	-	-	8,404
Change in net unrealized gains on investments		(59,240)	-	(59,240)
Restricted investment income	-	10,842	-	10,842
Restricted contributions	-	70,141	5,000	75,141
Net assets released from restrictions used for operations		(73,745)	-	(73,745)
Net assets released from restrictions for capital acquisitions	566,913	(566,913)	-	-
Change in net assets	575,317	(618,915)	5,000	(38,598)
Balances, September 30, 2011	22,995,706	569,450	916,914	24,482,070
Excess of revenues, gains and other support over expenses and losses	**1,093,860**	-	-	**1,093,860**
Change in net unrealized gains on investments	-	**30,835**	-	**30,835**
Restricted investment income	-	**20,258**	-	**20,258**
Restricted contributions	-	**93,366**	**46,100**	**139,466**
Net assets released from restrictions used for operations	-	**(84,822)**	-	**(84,822)**
Net assets released from restrictions for capital acquisitions	**42,198**	**(42,198)**	-	-
Reclassification based on donor intent	-	**(25,000)**	**25,000**	-
Change in net assets	**1,136,058**	**(7,561)**	**71,100**	**1,199,597**
Balances, September 30, 2012	$ 24,131,764	$ 561,889	$ 988,014	$ 25,681,667

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

WEEKS MEDICAL CENTER

Statements of Cash Flows

Years Ended September 30, 2012 and 2011

	2012	2011
Cash flows from operating activities		
Change in net assets	$ 1,199,597	$ (38,598)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	2,377,919	2,092,907
Loss on sale of property and equipment	3,746	9,258
Provision for bad debts	2,009,760	2,531,263
Realized and unrealized (gains) losses on investments	(1,277,285)	268,292
Unrealized loss on interest rate swap	41,020	17,117
(Increase) decrease in		
Patient accounts receivable	(2,307,600)	(2,030,309)
Other accounts receivable	(168,762)	(93,143)
Supplies	26,722	(111,737)
Prepaid expenses	(64,902)	19,336
Estimated third-party settlements	(748,467)	(69,697)
Increase (decrease) in		
Accounts payable and accrued expenses	378,161	(125,040)
Accrued salaries, wages and related accounts	185,037	(11,827)
Deferred revenue	1,278,515	47,503
Net cash provided by operating activities	2,933,461	2,505,325
Cash flows from investing activities		
Proceeds from sale of property and equipment	7,800	686
Purchases of property and equipment	(3,319,537)	(4,297,398)
Proceeds from sales of investments	3,180,018	5,157,057
Purchase of investments	(3,558,444)	(2,678,278)
Net cash used by investing activities	(3,690,163)	(1,817,933)
Cash flows from financing activities		
Repayments of long-term debt	(300,000)	(300,000)
Repayment of capital lease	(115,279)	(112,589)
Net cash used by financing activities	(415,279)	(412,589)
Net (decrease) increase in cash	(1,171,981)	274,803
Cash, beginning of year	3,718,358	3,443,555
Cash, end of year	$ 2,546,377	$ 3,718,358
Supplemental disclosure of cash flow information		
Cash paid for interest	$ 475,183	$ 492,072

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

Mission Statement

Weeks Medical Center's compassionate staff is committed to providing high quality and efficient health care services to ensure the well-being of our patients, families and communities.

"In partnership with our communities, Weeks promotes health by;

acknowledging that health is physical, spiritual and emotional
emphasizing personal prevention, education and health information
working closely with human services providers and local governments
being closely involved with schools, businesses and churches
actively participating in community organizations and activities
learning about local health care needs through listening to all of our communities

Weeks' strives to meet those health care needs by;

matching our services to the needs of the individuals in our communities
insuring timely access to health care
providing as many services as possible locally
delivering those services throughout our communities -- in schools, businesses, homes, clinics -- as well as in our modern, well-equipped Lancaster facility
providing smoothly coordinated access to services which cannot be provided locally
managing health care costs so that local access to health care is protected
attracting and retaining highly trained, enthusiastic staff members
satisfying the individuals we serve

Weeks Medical Center
Board of Trustees and Officers – 2013

Name	Office	Term	Term Expires
Ernest F. Angelicola		2 years	December 2014
David Atkinson	Vice Chair	2 years	December 2013
Scott Burns	Member-at-Large	2 years	December 2013
George Cook		2 years	December 2014
Dennis Couture (started 12/2012)		2 years	December 2015
Donald Crane	Secretary	2 years	December 2014
Sarah Desrochers		2 years	December 2013
Charlie Fitch		2 years	December 2015
Stanley Holz	Treasurer	2 years	December 2013
Patrick Kelly		2 years	December 2013
Patsy Pilgrim		2 years	December 2015
Lisa Tetreault	Chair	2 years	December 2013
Keith Young (started 12/2012)		2 years	January 2015

Scott Howe	CEO
Celeste Pitts	CFO
Lars Nielson	Chief Medical Officer
John Ford, MD	Medical Staff President

Honorary Members

Rebecca Weeks Sherrill More, Ph.D	Honorary Trustee

Kathy.St.Onge@weeksmedical.org Administrative Assistant 788-5026 – W

Revised: 12/10/12

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Weeks Medical Center

Name of Bureau/Section: Maternal & Child Health Section - Family Planning

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
Scott Howe, CEO	$234,000	0.00%	$0.00
Rona Glines, Director of Physician's Services	$152,749	0.00%	$0.00
Celeste Pitts, CFO	$138,000	0.00%	$0.00
Elizabeth Lounsbury, Practice Manager	$93,211	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
Scott Howe, CEO	$234,000	0.00%	$0.00
Rona Glines, Director of Physician's Services	$152,749	0.00%	$0.00
Celeste Pitts, CFO	$138,000	0.00%	$0.00
Elizabeth Lounsbury, Practice Manager	$93,211	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.

Scott W. Howe

Weeks Medical Center
173 Middle Street
Lancaster, New Hampshire 03584

Office (603) 788-5030

Experience

6/98 - Present — Weeks Medical Center — Lancaster, NH

Chief Executive Officer

- Responsible for overall management of hospital, physician office, home health and hospice services.
- Report to the Weeks Medical Center Board of Trustees

12/94 – 5/98 — Weeks Medical Center — Lancaster, NH

Chief Financial Officer

- Responsible for managing and reporting the financial affairs to the Weeks Medical Center Board of Trustees
- Worked with Department Heads to prepare and submit the annual budget to the Board of Trustees
- Managed the following departments: Data Processing, Accounting, Collections, Purchasing, Admitting, Switchboard, Dietary and Home Health

2/84 – 11/94 — Gifford Memorial Hospital — Randolph, VT

Vice President of Finance

- Responsible for managing and reporting the financial affairs to the hospital's Board of Directors
- Worked with Department Heads to prepare and submit the Hospital's annual budget to the Board of Directors
- Submitted the Hospital's budget to the State's Review Board including responding to questions at a public hearing
- Involved in developing the Hospital's diversification into Physician Offices, Home Care as a means to protect market share and respond to regulatory pressure
- Negotiated Managed Care contracts
- Managed the following departments: Data Processing, Accounting, Collections, Purchasing, Admitting, Switchboard and Physician Offices

8/80 – 2/84 Springfield Hospital Springfield, VT

Accounting Manager

- Managed all the accounting and financial statement preparation for this multi-corporate organization
- Responsible for completing Medicare and Medicaid cost reports
- Worked with departments in preparation of budgets
- Established the pricing structure for the for-profit commercial laboratory operated by the Hospital
- Managed the Hospital's Accounts Payables and Payrolls
- Created the accounting systems when the Hospital was reorganized into a multi-corporate structure

7/79 – 8/80 Kors, Inc. Rutland, VT

Accounting Manager

- Performed all the accounting functions for this High Density Polyethylene manufacturer
- Secured a current asset financing program with First National Bank of Boston
- Directed purchasing, billing, credit and collections

4/78 – 6/79 Southern Vermont College Bennington, VT

Accountant

- Performed all the purchasing, payroll and cash disbursements for the college

11/77 – 8/78 Southern Vermont College Bennington, VT

Bookstore Manager

- Responsible to insure the profitable operation of the Bookstore
- Supervised employees, ordered textbooks and supplies

Education

Southern Vermont College Bennington, VT

- May 1979 – Bachelor of Science
- Major: Accounting

Professional Memberships

American College of Healthcare Executives
Healthcare Financial Management Association

Civic Organizations

Northern Gateway Chamber of Commerce
Lancaster Rotary Club

Weeks Medical Center
170 Middle Street, Lancaster, NH
Telephone: 603-788-5098

Rona Glines

Objective

To obtain an administrative position within the health care field that will utilize my skills and experience.

Experience

1994-Present Weeks Medical Center Lancaster, NH

Director of Physician Services

- Responsible for Physician Services, Case Management, Health Information Management and Admitting/Communications.
- Integrated the functions of physician offices and other departments within the organization.
- Responsible for implementation of clinical and financial computer applications for the physician offices and Health Information Management.
- Responsible for implementing an enterprise-wide Department of Case Management.

1985–1994 Weeks Memorial Hospital Lancaster, NH

Patient Accounts Manager/Assistant Director of Fiscal Services

- Responsible for the day-to-day operation of the patient accounting department.
- Ensured adequate cash flow to meet organizational needs.
- Responsible for implementation and upgrade of computerized financial system.
- Assisted managers with completion of departmental budgets.

1980-1985 M&R Glines Auctions Lancaster, NH

Auctioneer/Appraiser

- Responsible for business management functions.
- Set-up and conducted auction sales.
- Performed estate and insurance appraisals for clients.

Education

1985 Plymouth State College Plymouth, NH

- B.S., Business Administration and Computer Science.
- Graduated Summa Cum Laude.

Interests

Antiques, Motorcycling, Skiing

References

Available upon request.

Celeste K. Pitts
Weeks Medical Center
8 Clover Lane
Whitefield, NH 03598
(603) 788-5321
E-mail: celeste.pitts@weeksmedical.org

EXPERIENCE

CFO — **July 2009 - Present**
Weeks Medical Center — **Lancaster, NH**

Same responsibilities as Controller position, with added responsibility for Patient Accounting Department and Senior management duties.

Controller — **Jan. 2007 – July 2009**
Weeks Medical Center — **Lancaster, NH**

Responsible for all general accounting functions, including monthly closings and annual audit. Monthly reporting to Board of Directors Finance Committee. Responsible for preparation of Medicare Cost Report, and working with auditors from NGS. Annual budget preparation, 5 year plan preparation and annual chargemaster price increase. Work closely with other managers on chargemaster maintenance, budgeting and have developed an internal dashboard that is currently being used by all managers for quarterly budget meetings. Supervise Accounts Payable & Payroll functions and Financial Analyst position.

Senior Accountant/Financial Analyst — **Jan. 2006 – Dec. 2006**
Weeks Medical Center — **Lancaster, NH**

Responsible for Financial Statement preparation and analysis using the McKesson Paragon Software System. Reporting to various agencies, such as New Hampshire Data Bank. Miscellaneous financial reporting as needed for Dartmouth-Hitchcock Alliance. Worked closely with the CFO to prepare the Medicare Cost Report. Assisted with the budgeting process for the hospital. Responsible for all Bank Reconciliations and other account reconciliations, in particular the endowment and investment funds.

Business Manager — **Feb. 2005-Jan. 2006**
Morrison Nursing Home — **Whitefield, NH**

Responsible for all Accounting functions, in particular Financial Statement preparation and analysis. General Ledger Account Reconciliations, preparation of audit workpapers, Bank Reconciliations and Resident Trust Reconciliation. Responsible for all billing functions, including Medicare and Medicaid. Supervised Human Resources, Accounts Payable personnel and Receptionist. Worked directly with Administrator to report to the Board. Established correct billing procedures for Medicare Consolidated Billing for Skilled Nursing Facilities to include proper charges and cleaned up the outstanding Accounts Receivable from about 90 days to 30 days.

EXPERIENCE (Continued)

Bookkeeper — **July 2001-February 2005**
Cherry Pond Designs — **Jefferson, NH**

Responsible for all Payroll, Accounts Payable & Receivable and Invoicing functions using QuickBooks. This was a part-time position.

Bookkeeper/Accountant — **Dec. 1993 – July 1996**
Fairfield Mall Management Office — **Chicopee, Mass.**

Responsible for all Accounts Receivable and Payable functions using the J.D. Edwards computer accounting system. Prepared audit work papers for outside auditors. Brought monthly sales report on-line and was used as the test case for all the properties. Compiled annual budget, which consisted of a Microsoft Excel file, composed of over 150 linked worksheets. This was a part time position. Periodically responsible for all accounting functions, which included all of the above plus general journal entries and monthly financial statement preparation.

Controller — **Aug. 1982–June 1984**
Hendrix Wire and Cable — **Milford, NH**

Responsible for preparation and analysis of monthly financial statements, preparing schedules and assisting outside auditors on year-end audit, compilation of yearly budgets and supervision of Accounts Receivable and Payables, General Ledger and Payroll functions. Managed a staff of five employees. Responsible for all data processing functions, which included installation of computer applications, supervision of data conversion and training of personnel.

Assistant Controller — **Sept. 1980–Aug. 1982**
Hendrix Wire and Cable — **Milford, NH**

Prepared monthly financial statements for Controller to analyze. Maintained FIFO records and costed monthly inventories. Maintained fixed asset records. IBM System/34 Operator. Responsible for installing application software, software maintenance and security.

EDUCATION

New Hampshire College — **May 1985**
Masters in Business Administration

Bentley College — **May 1980**
Bachelor of Science in Accounting

Elizabeth Lounsbury
Weeks Medical Center
170 Middle Street
Lancaster, NH 03584
603-788-5397
Elizabeth.Lounsbury@weeksmedical.org

Employment Goal: Obtain a full time position that offers new challenges in which my previous experience and accomplishments would be utilized.

Education:

Community College of Vermont
6 credits remain to achieve degree 4.0 GPA
1971 – 1975 Carmel High School, Carmel, NY

Employment Experience:

2012 – Present Practice Manager, Weeks Medical Center
Lancaster, NH 03584

Responsibilities Include:

- Daily administrative and clinical/non-clinical operations of four Physician's offices, providing supervision and development of staff, budgeting, establishing and monitoring goals, policy development & implementation, employee and physician satisfaction, etc.
- Manager of Family Planning Program, direct supervision of clinical support staff, policy development & implementation, budgeting, establishing & monitoring goals, attendance at State directors meetings.

2010 – 2012 Operations Manager, Weeks Medical Center
Lancaster, NH 03584

Responsibilities Include:

- Daily administrative and clinical/non-clinical operations of Lancaster Physician's office, to include staffing, budgeting, establishing and monitoring goals, policy development & implementation, employee and physician satisfaction, etc.
- Manager of Family Planning Program, supervision of clinical staff, policy development & implementation, budgeting, establishing & monitoring goals, attendance at State directors meetings.

1997 – 2010 Medical Practice Manager, North Country Ob/Gyn
North Country Hospital RHC Clinic

October 07 – April 09, Interim Dual Role

Medical Practice Manager
The Barton clinic, Primary Care Clinic
North Country Hospital RHC Clinic

Responsibilities Include:

- Daily administrative and clinical operations of clinic
- Ensure clinical quality of care as well as satisfaction
- Provide supervision and development of staff
- Promote staff and physician satisfaction
- Perform annual staff evaluations
- Develop goals, measurement and accomplishment
- Develop and maintain department budgets
- KRONOS time card system
- Performance Improvement initiatives and collaboration
- Maintain RHC manual and annual review
- Chart Auditing

Accomplishments Include:

- Superior Press Ganey patient experience measures
  (Consistently within top 5% of all Press Ganey Hospitals)
- Superior employee satisfaction measures
  (Several areas of significant favorable measures)
- Superior physician satisfaction and clinic productivity
- Significant employee retention results
- Successful EMR implementation, 2004
- Accomplishment of established goals
  Example: achieving VT Dept of Health state ranking to 1st and 2nd in First Trimester Care and Adequacy of Prenatal Care

Activities:

1998 -2002 Chairperson, Employee Activity Committee, NCH
1991 – 1992 STEP O.N.E. Advocate for victims of domestic and sexual abuse through court system.
1992 – 1994 STEP O.N.E. Member Board of Directors
1991 – 1993 President, Charleston Home and School Association

Awards:

2010-Awarded, Living the Standards Award, NCH
2009-Certificate of Award/Patient Experience Mean Score 96%
2007-Apple Award/Patient Experience 99th percentile ranking
2001-VIP/Employee of the Year, NCH
2000-VIP/NCH Employee of the Month/November
1997-Community College of VT, Award for Significant Growth
1993-Charleston Friend of Education Award
1993-VIP/NCH Employee of the Month/January

References:

Upon Request

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

Bidder/Program Name: Weeks Medical Center

Budget Request for: Family Planning Basic
(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	$ 44,387.33	$ -	$ 44,387.33	
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	**$ 44,387.33**	**$ -**	**$ 44,387.33**	

Indirect As A Percent of Direct 0.0%

RMT

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

Bidder/Program Name: Weeks Medical Center

Budget Request for: TANF
(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	$ 12,427.00	$ -	$ 12,427.00	
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	**$ 12,427.00**	**$ -**	**$ 12,427.00**	

Indirect As A Percent of Direct 0.0%

PMT

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

Bidder/Program Name: Weeks Medical Center

Budget Request for: Family Planning Basic
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 46,088.25	$ -	$ 46,088.25	
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	**$ 46,088.25**	**$ -**	**$ 46,088.25**	

Indirect As A Percent of Direct 0.0%

PMT

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

Bidder/Program Name: Weeks Medical Center

Budget Request for: TANF
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 12,427.00	$ -	$ 12,427.00	
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	**$ 12,427.00**	**$ -**	**$ 12,427.00**	

Indirect As A Percent of Direct 0.0%

PMT

Subject: Family Planning

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 White Mountain Community Health Center		**1.4 Contractor Address** P.O. Box 2800 Conway, NH 03818	
1.5 Contractor Phone Number 603-447-8900	**1.6 Account Number** 05-95-90-902010-5530-102-500734 05-95-45-450010-6146-502-500891	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $210,702.94
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 Patricia McMurry		**1.12 Name and Title of Contractor Signatory** Patricia McMurry, Executive Director	

1.13 Acknowledgement: State of NH, County of Carroll

On 5/22/13, 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] Diane Brothers

1.13.2 Name and Title of Notary or Justice of the Peace

Diane Brothers, Notary Public

DIANE BROTHERS
Notary Public - New Hampshire
My Commission Expires August 19, 2014

1.14 State Agency Signature Lisa L. Bujno	**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: 27 May 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.

8. EVENT OF DEFAULT/REMEDIES.

5-22-13

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

Contractor Initials: RMC
Date: 5-22-13

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.

Contractor Initials: PM
Date: 5-22-13

NH Department of Health and Human Services

Exhibit A

Scope of Services

Family Planning Services

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

CONTRACTOR NAME: White Mountain Community Health Center

ADDRESS: P.O. Box 2800
Conway, NH 03818
Executive Director: Patricia McMurry
TELEPHONE: 603-447-8900

The Contractor shall:

I. General Provisions

A) Eligibility and Income Determination

Family Planning (FP) services will be provided to individuals of childbearing ages in New Hampshire (NH) who request such services. Preference will be given to clients who live within the Contractor's service area. Special emphasis will be placed on serving adolescents and individuals in low-income families (defined as ≤ **250%** of the U.S. Department of Health & Human Services "Poverty Guidelines").

1. The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

2. The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.

3. Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.

4. Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.

5. The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

Contractor Initials: RM

Date: 5-22-13

B) Numbers Served

The FP Program will provide comprehensive reproductive health care to include age-appropriate clients, anticipatory guidance, education, assessment, counseling on preconception health care (reproductive life plan) and referrals for nutrition services, substance abuse, domestic violence, sexual assault and other health related issues.

C) 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. Provide clients of limited English proficiency (LEP) with interpreter 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 clients 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. 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, language line).

D) 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 301 as most currently amended (1/05).

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 Offences.

3. Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

E) Relevant Policies and Guidelines

Contractors operate, at minimum, in accordance with the following:

Contractor Initials: [signature]

Date: 5-22-13

1. The (Federal) Office of Population Affairs, Office of Family Planning, *Program Guidelines for Project Grants for Family Planning Services*, dated January 2001, and subsequent amendments, program instructions and clarifications.

2. National program priorities established by the Office of Population Affairs.

3. The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.

4. The Contractor must submit to MCHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.

5. The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

F) Publications Funded Under Contract (Standard Language)

1. The DPHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DPHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.

2. All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.

3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

G) Subcontractors

1. If any service required by this exhibit is provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract.

2. In addition, the original DPHS Contractor will remain liable for all requirements included in this exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A. Service Requirements

1. Clinical Services

In addition to following the federal and state guidelines outlined above, clinical services will be guided by the protocol and practice guidelines established by the Contractor and will be supervised by a medical director qualified to oversee obstetric and gynecological care.

Contractor Initials: PM

Date: 5-22-13

2. HIV Counseling and Testing

HIV counseling and testing provided by family planning Contractors must conform to CDC's *Fundamentals of HIV Prevention Counseling* and staff providing this counseling must be trained in this counseling model.

3. Health Education Materials

Health education materials are to be reviewed according to Federal Program Guidelines for Project Grants for Family Planning Services (reference section 6.8) and the NH State Family Planning Program's Information and Education Policy on the review, approval, and distribution of family planning materials. Delegate agencies may be asked to work with the State in identifying consumer volunteers to review educational materials in order to provide consumer input. Any and all materials an agency develops for marketing or patient education must be submitted, in its final draft form, for approval before printing or duplicating it in quantity.

4. Sterilization Services

Those Contractors providing sterilization services will adhere to all federal sterilization requirements as outlined in the Federal Program Guideline's Attachment C, *Sterilization of Persons in Federally Assisted Family Planning Projects* and subsequent revisions or amendments related to this federal requirement.

5. Transitional Assistance for Needy Families (TANF) and Title X FP Collaborative

The TANF and Title X Collaborative will conduct statewide activities to support knowledge of and access to FP services by populations in need, with a particular emphasis on Medicaid-eligible women and adolescents at risk for pregnancy. The Contractor shall produce a plan that documents a promotional & partnership building strategy and marketing/outreach campaign that includes identification of the target population, details, activities and projects for reaching the target population and specifies evaluation measures. The NH FP & Contractors will review the plan on an on-going basis to monitor progress towards outcomes and overall project goals.

6. Research

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform the Division of Public Health Services, Maternal and Child Health Section prior to initiating any research related to this contract.

7. School-based Education Programs

Contractors must enter into a written agreement with any school where the Contractor will implement sexuality education programs for students under the age of 18. The agreement must be signed by the school principal/or designee and must include a statement that information was provided to parents which offered the opportunity for the parents to opt their child out of any program to which the parent objects.

B) Staffing Provisions

1. Staff Training and Qualifications

Documentation will be available to show that all staff members employed in the Family Planning program has adequate training to fulfill their activities. Staff performing clinical functions will have NH licensing that is required for their responsibilities. Each agency will employ appropriate credentialing procedures to assure that clinical staffs have appropriate education and experience for their responsibilities.

Contractor Initials: [signature]

Date: 5-22-13

2. **Medical Director Participation**

Each agency will have the services of a medical director who has special training and/or experience in family planning services. For each Contractor, the medical director and the clinical staff shall participate in the development and approval of specific guidelines for medical care that meet or exceed these minimal standards. In addition, the medical director shall participate in QI activities and be available to other staff for consultation.

3. **Community Education & Partnership Development**

The Contractor will designate one staff member or committee responsible for the coordination and development of a community education and outreach plan, to include partnership development so as to increase utilization of family planning services. A community education & outreach report will be required, as well as any supporting documentation that supports the development of partnerships with key community stakeholders.

4. **Staffing Changes**

New Hires

The Contractor shall notify the Maternal and Child Health Section (MCHS) 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 shall accompany this notification.

Vacancies

The Contractor must notify MCHS in writing of key positions (agency executive director, agency fiscal director, medical director, site manager, community educator, teen clinic coordinator, TANF coordinator) vacant for more than three months. This may be done through a budget revision. In addition, MCHS must be notified in writing if at any time any site funded under this agreement does not have adequate clinical and administrative staffing to perform all required services for more than one month.

C) Coordination of Services

1. The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.

2. As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.

3. As part of the Family Planning Workplan process, each Contractor will make plan explicitly identifying community services providers who will be contacted for face-to-face meetings intended to build partnerships, increase coordination and referrals with other providers.

D) Meetings and Trainings

The Contractor will be responsible to send staff to meetings and training required by the family planning program, including but not limited to: medical director's meetings, family planning director's meetings, community educator/clinic coordinators meetings, data training and review meetings and family planning orientation.

Contractor Initials: _____

Date: 5-22-13

III. Quality or Performance Improvement (QI/PI)

A) Workplans

1. Performance Workplans must be submitted and are used to monitor achievement of standard measures of performance of the services provided under this contract. Said workplan is incorporated herein by reference.

2. Performance Workplans and Workplan Outcome Reports will be completed according to the schedule and instructions provided by MCHS. The workplans are a key component of the DPHS and MCHS performance based contracting system and of this contract.

3. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS in to the agency's QI/PI plan. Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets. If the Contractor's performance is above the defined target, no additional information will need to be provided. It will be the understanding that activity and evaluation efforts were effective in reaching the desired outcome. If the Contractor's performance is below the defined target, an explanation must be provided of why and what action steps (corrective action plan) will be taken to improve performance.

4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the Contractor with reasonable notice of such changes.

B) Data and reporting requirements

In addition to Performance Workplans and Outcome Reports, the Contractor shall submit to MCHS the following data used to monitor program performance:

1. 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.

2. The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

3. Completed UDS tables reflecting program performance in the previous calendar as requested by DPHS.

4. A copy of the Contractor's updated Sliding Fee Scale including the amounts(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.

5. An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.

6. Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.

7. By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report.

Contractor Initials: PM

Date: 5-22-13

8. As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.

9. Comply with all Family Planning Program and STD/HIV Prevention Bureau requirements for reporting chlamydia testing.

C)On-site reviews

1. The Contractor shall allow a team or person authorized by the MCHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical services management, financial management and design and delivery of educational services to assure systems are adequate to provide the contracted services.

2. Reviews shall include client record reviews to measure compliance with this exhibit.

3. 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.

4. On-site reviews may be waived or abbreviated at the discretion of MCHS, upon submission of satisfactory reports of reviews such as Health Services Resources Administration (HRSA): Office of Performance Review (OPR), or reviews from nationally accreditation organizations such as the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), the Community Health Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Healthcare (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.

Contractor Initials: RM

Date: 5-22-13

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Family Planning Services

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

CONTRACTOR NAME: **White Mountain Community Health Center**

ADDRESS: **P.O. Box 2800**
Conway, NH 03818
Executive Director: **Patricia McMurry**
TELEPHONE: **603-447-8900**

Vendor #174170-R001 Job #90080203 Appropriation #05-95-90-902010-5530-102-500734
#45130203 #05-95-45-450010-6146-502-500891

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:

   $89,767.87 for Family Planning Services, funded from 60% ($53,860.72) federal funds from Title X Family Planning (CFDA #93.217), and 40% ($35,907.15) general funds in SFY 14.

   $98,365.07 for Family Planning Services, funded from 63% ($61,969.99) federal funds from Title X Family Planning (CFDA #93.217), and 37% ($36,395.08) general funds in SFY 15.

   $22,570 for Family Planning Services - TANF, funded from 100% US Department of Health and Human Services, Administration for Children and Families funds (CFDA #93.558) in SFY 14 and 15.

TOTAL: $210,702.94

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 up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.

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.

Contractor Initials: RM

Date: 5-22-13

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: [signature]

Date: 5-22-13

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;

Contractor Initials: RM

Date: 5-22-13

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.

Contractor Initials: RM

Date: 5-22-13

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.

Contractor Initials: [signature]
Date: 5-22-13

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.

Contractor Initials: PMC

Date: 5-22-13

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.

Contractor Initials: RM

Date: 5-22-13

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: [signature]

Date: 5-22-13

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

Contractor Initials: [signature]

Date: 5-22-13

(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.

White Mountain Community Health 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**

Patricia McMurry, Executive Director

Name and Title of Authorized Contractor Representative

Patricia McMurry 5-22-13

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.

Patricia McMurry — Executive Director
Contractor Signature — **Contractor's Representative Title**

White Mountain Community Health Center — 5-22-13
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).

Contractor Initials: BM

Date: 5-22-13

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.

Patricia McMurry — Executive Director

Contractor Signature — **Contractor's Representative Title**

White Mountain Community Health Center — 5-22-13

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.

Patricia McMurry Executive Director

Contractor Signature **Contractor's Representative Title**

White Mountain Community Health Center 5-22-13

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.

Patricia McMurry
Contractor Signature

Executive Director
Contractor's Representative Title

White Mountain Community Health Center
Contractor Name

5-22-13
Date

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY 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 Tile 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, TitleXIII, 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.

Contractor Initials: _____

Date: 5-22-13

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.

Contractor Initials: _____

Date: 5-22-13

(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.

Contractor Initials: PM

Date: 5-22-13

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Contractor Initials: _____

Date: 5-22-13

(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.

Contractor Initials: PMC
Date: 5-22-13

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

DIVISION OF PUBLIC HEALTH SERVICES	**White Mountain Community Health Center**
The State Agency Name	Name of Contractor
Lisa L Bujno	Patricia McMurry
Signature of Authorized Representative	Signature of Authorized Representative
LISA L. BUJNO, MSN, APRN	Patricia McMurry
Name of Authorized Representative	Name of Authorized Representative
BUREAU CHIEF	Executive Director
Title of Authorized Representative	Title of Authorized Representative
5-30-2013	5-22-13
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)	Patricia McMurry, Executive Director (Authorized Contractor Representative Name & Title)
White Mountain Community Health Center (Contractor Name)	5-22-13 (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: 030049048

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:

Date: 5-22-13

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 WHITE MOUNTAIN COMMUNITY HEALTH CENTER is a New Hampshire nonprofit corporation formed June 1, 1981. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of April A.D. 2013

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation without Seal)

I, Brenda Leavitt, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of White Mountain Community Health Center.
(Corporation Name)
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 3/28/2013:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, for the provision of family support services for children and adolescents with chronic health conditions at the Conway site.

RESOLVED: That the Executive Director
(Title of Contract Signatory)

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 forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 22nd day of May, 2013.
(Date Contract Signed)

4. Patricia McMurry is the duly elected Executive Director of the Corporation.
(Name of Contract Signatory) (Title of Contract Signatory)

Brenda Leavitt
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 22nd day of May, 2013,

By Brenda Leavitt
(Name of Clerk of the Corporation)

Diane Brothers
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: DIANE BROTHERS
Notary Public - New Hampshire
My Commission Expires August 19, 2014

MEMOHOS-01 LPELLETIER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/1/2013

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

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

PRODUCER USI Insurance Services LLC PO Box 406 Portland, ME 04112	CONTACT NAME: PHONE (A/C, No, Ext): (800) 723-2877 FAX (A/C, No): (877) 775-0110 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : PROMUTUAL GROUP — 18359
INSURED White Mountain Community Health Center PO Box 2800 Conway, NH 03818	INSURER B : ProSelect Insurance Company — 10638
	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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			2-20831GL	3/1/2013	3/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 50,000 5,000 1,000,000 3,000,000 3,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $	
B	X UMBRELLA LIAB OCCUR EXCESS LIAB X CLAIMS-MADE DED X RETENTION $ 10,000			2-20831CA	3/1/2013	3/1/2014	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	
A	Prof. Liability			2-20831	3/1/2013	3/1/2014	Each Claim		1,000,000
A	Prof. Liability			2-20831	3/1/2013	3/1/2014	Annual Aggregate		3,000,000

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

This Certificate of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Certificate.

CERTIFICATE HOLDER

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
USI Insurance Services LLC

BRAD BORBIDGE, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849
TELEFAX 603/224-2397

INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENTS

Board of Directors
White Mountain Community Health Center
Conway, New Hampshire

We have audited the accompanying balance sheets of White Mountain Community Health Center, 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 Center's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards 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 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 financial statements referred to above present fairly, in all material respects, the financial position of White Mountain Community Health Center, 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 generally accepted accounting principles in the United States of America.

Concord, New Hampshire
August 9, 2012

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

BALANCE SHEETS

JUNE 30, 2012 AND 2011

ASSETS

	2012	2011
Current Assets		
Cash and cash equivalents	$ 493,037	$ 382,282
Investments	5,559	5,254
Patient accounts receivable, net of allowances for uncollectible accounts of $33,638 and $35,201 at June 30, 2012 and 2011, respectively	52,261	50,002
Other receivables	61,707	108,174
Prepaid expenses	20,897	23,912
Total Current Assets	633,461	569,624
Assets Limited As To Use	103,474	106,977
Property And Equipment, Net	61,004	37,465
TOTAL ASSETS	$ 797,939	$ 714,066

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable and accrued expenses	$ 72,506	$ 33,150
Accrued payroll and related expenses	88,173	87,663
Deferred revenue	50,690	36,578
Total Current Liabilities	211,369	157,391
Net Assets		
Unrestricted	548,545	515,029
Temporarily restricted net assets	38,025	41,646
Total Net Assets	586,570	556,675
TOTAL LIABILITIES AND NET ASSETS	$ 797,939	$ 714,066

(See accompanying notes to these financial statements)

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

STATEMENTS OF OPERATIONS

FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
Operating Revenue		
Net patient service revenue	$ 773,691	$ 864,246
Government and private grants	509,071	684,793
In-kind contributions	98,672	80,508
Other operating revenue	9,226	36,628
Net assets released from restrictions	14,769	6,995
Total Operating Revenue	1,405,429	1,673,170
Operating Expenses		
Salaries and benefits	933,069	1,095,392
Professional fees and contract services	148,170	206,843
Other operating expenses	164,890	145,553
Program supplies	82,751	110,256
Depreciation	17,654	27,480
Interest expense	124	71
Bad debt expense	25,936	32,827
In-kind contributed expenses	98,672	80,508
Total Operating Expenses	1,471,266	1,698,930
OPERATING LOSS	(65,837)	(25,760)
Other Revenue and Gains		
Contributions	65,049	48,864
Investment income	1,999	1,999
Total Other Revenue and Gains	67,048	50,863
EXCESS OF REVENUE OVER EXPENSES	1,211	25,103
Change in unrealized gain on investments	305	1,912
Net assets released from restriction for capital acquisition	32,000	-
INCREASE IN UNRESTRICTED NET ASSETS	$ 33,516	$ 27,015

(See accompanying notes to these financial statements)

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

STATEMENTS OF CHANGES IN NET ASSETS

FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	Unrestricted	Temporarily Restricted	Total
Balance, June 30, 2010	$ 488,014	$ 36,560	$ 524,574
Excess of revenue over expense	25,103	-	25,103
Change in unrealized gain on investments	1,912	-	1,912
Contributions	-	12,081	12,081
Net assets released for operations	-	(6,995)	(6,995)
Change in Net Assets	27,015	5,086	32,101
Balance, June 30, 2011	515,029	41,646	556,675
Excess of revenue over expense	1,211	-	1,211
Change in unrealized gain on investments	305	-	305
Contributions	-	43,082	43,082
Temp restricted interest income	-	66	66
Net assets released for capital acquisition	32,000	(32,000)	-
Net assets released for operations	-	(14,769)	(14,769)
Change in Net Assets	33,516	(3,621)	29,895
Balance, June 30, 2012	$ 548,545	$ 38,025	$ 586,570

(See accompanying notes to these financial statements)

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
Cash Flows From Operating Activities		
Change in net assets	$ 29,895	$ 32,101
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	17,654	27,480
Bad debt expense	25,936	32,827
Restricted contributions	(43,082)	(12,081)
Change in unrealized gain on investments	(305)	(1,912)
(Increase) decrease in the following assets:		
Patient accounts receivable	(28,195)	(23,580)
Other receivables	46,467	(21,794)
Prepaid expenses	3,015	(788)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	39,356	(1,203)
Accrued payroll and related expenses	510	10,057
Deferred revenue	14,112	(8,727)
Net Cash Provided by Operating Activities	105,363	32,380
Cash Flows From Investing Activities		
Decrease (increase) in assets limited as to use	3,503	(5,857)
Capital expenditures	(41,193)	-
Net Cash Used by Investing Activities	(37,690)	(5,857)
Cash Flows From Financing Activities		
Restricted contributions	43,082	12,081
Net Cash Provided by Financing Activities	43,082	12,081
Net Increase in Cash and Cash Equivalents	110,755	38,604
Cash and Cash Equivalents, Beginning of Year	382,282	343,678
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 493,037	$ 382,282
Supplemental Disclosures of Cash Flow Information:		
Cash paid for interest	$ 124	$ 71

(See accompanying notes to these financial statements)

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012 AND 2011

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Center

White Mountain Community Health Center (the Center) is a non-stock, non-profit corporation organized in New Hampshire. The Center's primary purpose is to provide comprehensive primary and preventative health care services to the residents in the town of Conway and the surrounding community.

Related Party

The Memorial Development Foundation, Inc. (MDF) is the sole member of the Center. MDF acts as a holding company for a network of health care providers, whose primary purpose is to provide integrated health care services, as necessary, to improve the health care status of populations in the town of Conway, NH and the surrounding communities.

Income Taxes

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

Use of Estimates

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

white mountain **community health center**

with support from the Memorial Hospital

Mission Statement & Values

February 9, 2010

The mission of White Mountain Community Health Center is to serve as a safety net healthcare provider serving those who lack the ability to pay for needed services.

298 White Mountain Highway · P.O. Box 2800 · Conway, NH 03818
(603) 447-8900 · Fax: (603) 447-4846 · www.whitemountainhealth.org

White Mountain Community Health Center Board of Directors

Brenda Leavitt President	Badger Realty Managing Partner, Real Estate Agent
Trish Murray, D.O. Vice President	T. Murray Wellness Ctr. Inc. Osteopathic & Neuromusculoskeletal Med.
Angela Zakon Treasurer	Leone, McDonell & Roberts Certified Public Accountant, Sr. Accountant
Barbara Gartland Secretary	Echo Management Group Human Resources Director
Scott McKinnon	Memorial Hospital President and CEO
Janice Crawford	MWV Chamber of Commerce
Carol Hastings	Teacher (retired)
Rob Rose M.D.	Saco River Medical Group President, M.D.
Eric Hirschfeld, D.D.S.	Conway Oral Healthcare D.D.S., Owner
Chris Meier	Cooper Cargill Chant Attorney
Ben Wilcox	Cranmore Mountain Resort General Manager

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: White Mountain Community Health Center

Name of Bureau/Section: Maternal and Child Health - Family Planning

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
Patricia McMurry, Executive Director	$84,338	0.00%	$0.00
Julie E.Hill Director of Clinical Services	$40,768	11.00%	$4,118.40
	$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)			$4,118.40

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
Patricia McMurry, Executive Director	$84,338	0.00%	$0.00
Julie E.Hill Director of Clinical Services	$40,768	11.00%	$4,118.40
	$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)			$4,118.40

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.

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: White Mountain Community Health Center

Name of Bureau/Section: Maternal and Child Health - Family Planning (TANF)

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
Patricia McMurry, Executive Director	$84,338	0.00%	$0.00
Julie E.Hill Director of Clinical Services	$40,768	11.00%	$4,118.40
	$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)			$4,118.40

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
Patricia McMurry, Executive Director	$84,338	0.00%	$0.00
Julie E.Hill Director of Clinical Services	$40,768	11.00%	$4,118.40
	$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)			$4,118.40

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.

Patricia M. McMurry

QUALIFICATIONS

- Extensive experience in business administration, project management and finance
- Skilled in human relations, group facilitation, public speaking, leadership and team building
- Strong marketing, advertising and public relations skills
- Seasoned professional with a breadth of abilities and experience and a proven track record of success through the accomplishment of significant business goals

EXPERIENCE

Executive Director **White Mountain Community Health Center** **2002-Present**

Currently responsible for all aspects of operations of a non-profit community health center. This Center serves the uninsured and underinsured of Northern Carroll County of New Hampshire and Western Maine. Prenatal, children, adults and teens are seen by health care providers including physician, mid-wives, nurse practitioners, RN's, medical assistants, social workers, hygienist, dental staff and nutritionist. Substantially increased and sustained the financial viability of the health center. New and expanded services and patient volume doubled in five years.

Business Consultant **Kleen Oil Kompany** **1999-2002**

Responsible for all aspects of business operations for a troubled oil company

- Increased collections
- Developed marketing plans and strategy
- Developed policies, procedures and job descriptions
- Developed incentive plans

Director of Operations **HealthSouth Corporation*** **1995-1998**

Responsible for oversight of both a 50-bed and CEO of 100-bed acute rehabilitation hospital, and eight contracted rehabilitation units in four states at the same time

- Promoted in one year from Assistant Vice President to Director of Operations
- Managed the physical relocation of a 100-bed acute rehabilitation hospital
- Initiated negotiations for joint venture between a large non-profit hospital and a publicly traded rehabilitation company

Chief Executive Officer **National Medical Enterprises** **1988-1995**

Responsible for oversight of both a 40-bed and an 88-bed (Pennsylvania) rehabilitation hospitals

- Promoted in two years from CEO of a 40-bed hospital to CEO of an 88-bed rehabilitation hospital and was promoted to Company Assistant (Regional) Vice President
- Managed all aspects of the 88-bed hospital, resulting in three prestigious awards for the highest quality and business goals performance from National Medical Enterprises
- Developed and opened three outpatient rehab clinics
- Maintained the financial turnaround of a 40-bed hospital and sustained "above plan" financial performance throughout my tenure
- Managed a 40-bed hospital, resulting in three Special Achievement Awards and a Florida Certificate of Need to increase the capacity to 70 beds

* HealthSouth acquired National Medical Enterprises Rehabilitation Hospitals in 1995

V.P. of Operations **Charter Behavioral Health of Glendale** **1987-1988**

The CEO/Vice President was responsible for three hospitals and for oversight and CEO of this facility. Responsibilities included marketing, planning, business development, program management for this newly-opened psychiatric hospital and acting CEO.

- Supervised all Clinical Program Directors and the Intake Coordinator
- Appointed physician-liaison to the CEO
- Was consultant to a sister psychiatric hospital, training staff to use human relations techniques with disruptive and aggressive teens
- Implemented the utilization review, risk management, and quality assurance activities to achieve J.C.A.H.O accreditation for the first time as a new facility

Director, Community Relations and Resource Development **1985-1987**
Eastern State Hospital

Responsible for community relations as well as identification and alignment of resources required for hospital and community use of a large state psychiatric hospital

- Designed and implemented a community relations plan to ensure the success of appropriate admissions and discharges; oversight of a team of community and hospital based social workers who were part of each community mental health center and the state hospital who preapproved admissions and discharges
- Oversaw a social work team of hospital employees who discharged the most chronic of patients into the communities with their ongoing follow and support. This lowered the hospital census allowing for major renovations to the campus buildings
- Successfully, negotiated crisis intervention/assessment inpatient stay contracts for children in their home communities with private sector hospitals paid for by the State Hospital as a pilot for the State of Virginia

EDUCATION

M.S.W. – Norfolk State University
B.A. – College of William and Mary

TRAINING

University of Virginia Forensic Institute
L.C.S.W. and A.C.S.W. (Virginia)

HONORS

President's Circle – HealthSouth
Special Achievement Awards – National Medical Enterprises

Julie Everett Hill, RN

jehill@whitemountainhealth.org

PROFILE

I am a Registered Nurse with a current NH License, currently serving as the Director of Clinical Services at a rural community health center. I enjoy the dynamic nature of working in primary care and the challenge of thinking creatively to solve problems. My interests include mental health and asthma education, with an emphasis on viewing the family as a whole when providing care.

EXPERIENCE

Director of Clinical Services, White Mountain Community Health Center, Conway NH – November 2011-Present
Direct supervisor to thirteen clinical staff; responsible for management and oversight of clinical quality measures, protocols, budgets, MCH grantee compliance, medication bridge program and staffing. Case Manager for Breast and Cervical Screening Program. Recently responsible for implementation of e-prescribing and in-house electronic patient registries.

Registered Nurse, White Mountain Community Health Center, Conway NH – 2009- November 2011
Primary care and family planning focus, with patient population newborn through geriatric. Strong focus on patient education, including asthma education and diabetic teaching. Other roles include triage and prioritization of care and coordination of patient care with resources both within and outside of the clinic.

Registered Nurse, The Memorial Hospital; N. Conway, NH – June 2007- June 2010
Medical Surgical nursing care of a broad range of patients from pediatric to geriatric. Roles include assessment and care of acutely ill patients with medical, surgical and/or orthopedic diagnoses. Patient education, care planning, complete patient assessment and accurate documentation in EMR are an integral part of this position.

Licensed Practical Nurse, The Memorial Hospital; N. Conway, NH – May 2006- June 2007

Medical Surgical, post-partum and newborn nursing care under the supervision of an RN.

LNA/Unit Secretary, The Memorial Hospital; N. Conway, NH – February 2001- May 2006

Unit secretary/LNA in fast-paced medical surgical unit. Duties included transcribing doctor's orders, managing patient carts, answering and directing phone calls, assisting nurses with order entry and facilitating communication between departments.

EDUCATION

St. Anselm College, Manchester NH- Advanced Nursing Leadership Certificate Program – September 2012- present, as part of pursuing RN to BSN.

NHCTC-Berlin – Associates Degree in Science, Nursing; May 17, 2007

Phi Theta Kappa Honor Society

Southern Maine Technical College, Portland ME – Nursing Assistant Certificate 1994

University of Southern Maine 1992-1993; English Major

Certifications and relevant continuing education include:

Blending Mission and Margin: Business Skills for the Nurse Leader; St. Anselm College September 2012

Current ACLS and BLS

Asthma Educators Institute 2010

Diabetes Nurse Champion, September 2008

WIC Breastfeeding Peer Counselor Certificate, November 2000.

Budget Form

New Hampshire Department of Health and Human Services

Bidder/Program Name: White Mountain Community Health Center

Budget Request for: Family Planning & Teen
(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	$ 58,970.00		$ 58,970.00	
2. Employee Benefits	$ 8,846.00		$ 8,846.00	
3. Consultants	$ -		$ -	
4. Equipment:	$ -		$ -	
Rental	$ -		$ -	
Repair and Maintenance	$ -		$ -	
Purchase/Depreciation	$ -		$ -	
5. Supplies:	$ -		$ -	
Educational	$ -		$ -	
Lab	$ 500.00		$ 500.00	
Pharmacy	$ 17,560.00		$ 17,560.00	
Medical	$ -		$ -	
Office	$ -		$ -	
6. Travel	$ 567.87		$ 567.87	
7. Occupancy	$ -		$ -	
8. Current Expenses	$ -		$ -	
Telephone	$ -		$ -	
Postage	$ -		$ -	
Subscriptions	$ 450.00		$ 450.00	
Audit and Legal	$ -		$ -	
Insurance	$ -		$ -	
Board Expenses	$ -		$ -	
9. Software	$ -		$ -	
10. Marketing/Communications	$ 870.00		$ 870.00	
11. Staff Education and Training	$ 525.00		$ 525.00	
12. Subcontracts/Agreements	$ 1,280.00		$ 1,280.00	
13. Other (specific details mandatory):	$ -		$ -	
Membership	$ 199.00		$ 199.00	
Pharmacy Oversight				
TOTAL	$ 89,767.87	$ -	$ 89,767.87	

Indirect As A Percent of Direct #DIV/0!

Budget Form

New Hampshire Department of Health and Human Services

Bidder/Program Name: White Mountain Community Health Center

Budget Request for: Family Planning & Teen Services (TANF)
(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	$ 8,310.00	$ -	$ 8,310.00	
2. Employee Benefits	$ 831.00	$ -	$ 831.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 100.00	$ -	$ 100.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	
Office	$ -	$ -	$ -	
6. Travel	$ 480.00	$ -	$ 480.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 720.00	$ -	$ 720.00	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 184.00	$ -	$ 184.00	
11. Staff Education and Training	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
Internet connection	$ 660.00		$ 660.00	
TOTAL	$ 11,285.00	$ -	$ 11,285.00	

Indirect As A Percent of Direct #DIV/0!

PMT

Budget Form

New Hampshire Department of Health and Human Services

Bidder/Program Name: White Mountain Community Health Center

Budget Request for: Family Planning & Teen Services
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	TOTAL	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 58,970.00	$ -	$ 58,970.00	
2. Employee Benefits	$ 8,846.00	$ -	$ 8,846.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -		$ -	
Repair and Maintenance	$ -		$ -	
Purchase/Depreciation	$ -		$ -	
5. Supplies:	$ -		$ -	
Educational	$ -		$ -	
Lab	$ 500.00		$ 500.00	
Pharmacy	$ 17,560.00		$ 17,560.00	
Medical	$ -		$ -	
Office	$ -		$ -	
6. Travel	$ 765.07		$ 765.07	
7. Occupancy	$ -		$ -	
8. Current Expenses	$ -		$ -	
Telephone	$ -		$ -	
Postage	$ -		$ -	
Subscriptions	$ 450.00		$ 450.00	
Audit and Legal	$ -		$ -	
Insurance	$ -		$ -	
Board Expenses	$ -		$ -	
9. Software	$ -		$ -	
10. Marketing/Communications	$ 870.00		$ 870.00	
11. Staff Education and Training	$ 525.00		$ 525.00	
12. Subcontracts/Agreements	$ 9,680.00		$ 9,680.00	
13. Other (specific details mandatory):	$ -		$ -	
Membership	$ 199.00		$ 199.00	
TOTAL	$ 98,365.07	$ -	$ 98,365.07	

Indirect As A Percent of Direct #DIV/0!

Budget Form

New Hampshire Department of Health and Human Services

Bidder/Program Name: White Mountain Community Health Center

Budget Request for: Family Planning & Teen Services (TANF)
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	TOTAL	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 8,310.00	$ -	$ 8,310.00	
2. Employee Benefits	$ 831.00	$ -	$ 831.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 100.00	$ -	$ 100.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	
Office	$ -	$ -	$ -	
6. Travel	$ 480.00	$ -	$ 480.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 720.00	$ -	$ 720.00	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ 184.00	$ -	$ 184.00	
11. Staff Education and Training	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
Internet connection	$ 660.00		$ 660.00	
TOTAL	$ 11,285.00	$ -	$ 11,285.00	

Indirect As A Percent of Direct #DIV/0!