48

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
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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

June 18, 2013

14.7% federal
55.3% General

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Oral Health Program, to enter into agreements with vendors for an amount not to exceed $269,288.00 to provide access to preventive and reparative dental treatment for individuals participating in the statewide school-based and/or community-based dental programs, to be effective July 1, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015.

Summary of contracted amounts by vendor:

Vendor	SFY 2014/2015 Amount
Catholic Medical Center	$71,200.00
Dental Health Works	$54,096.00
Monadnock Hospital	$47,896.00
Sullivan County	$47,896.00
Tri-County Community Action Program	$48,200.00
TOTAL	**$269,288.00**

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

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

See attachment for financial details

EXPLANATION

This requested action seeks approval of the final five of 15 agreements that represent $268,288.00 of the $1,039,982.00 total anticipated to be spent statewide to provide increased access oral health care services. The first ten agreements were presented to, and approved by, Governor and Council on June 19, 2013, Item #93. These services include oral health education, prophylaxis (cleanings), dental sealants, and treatment needed to repair decayed teeth for low income and uninsured children and adults statewide.

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

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

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

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

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

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

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

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

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

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

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

Area served: Statewide.

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

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

Respectfully submitted,

José Thier Montero, MD
Director

Approved by:
Nicholas A. Toumpas
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
School-Based and/or Community-Based Oral Health Care Services

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

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

Catholic Medical Center (Vendor #000000)

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

Concord Hospital (Vendor #177653-B011)

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

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

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

Dental Health Works (Vendor #00000-B001)

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

Easter Seals New Hampshire (Vendor #177204-B005)

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

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

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

Goodwin Community Health (Vendor #154703-B001)

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

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

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

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

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

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

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

FINANCIAL DETAIL ATTACHMENT SHEET
School-Based and/or Community-Based Oral Health Care Services

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

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

Manchester Health Department (Vendor #177433-B009)

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

Monadnock Hospital (Vendor #000000-B001)

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

Speare Memorial Hospital (Vendor #177178-B002)

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

Sullivan County (Vendor #00000-B001)

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

Tri-County CAP (Vendor #00000-B001)

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

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

RFA/RFP CRITERIA	Max Pts	Catholic Medical Ctr-CB	Concord Hsp-CB	Coos Cnty Family Hlth Svcs-NC	Dental Hlth Works	Easter Seals NH-CB	Families First of the Grtr Seacoast-CB	Families First of the Greater Seacoast-SB	Goodwin Community Hlth-CB	Goodwin Community Health-SB	GNDC-CB	Hlth First-SB	Lamprey Hth-SB
Agy Capacity	**30**	29	29	30	28	29	29	30	29	26	30	27	27
Program Structure	**50**	46	46	45	49	49	48	49	46	42	49	43	40
Budget & Justification	**15**	13	14	12	14	12	14	12	14	12	15	14	11
Format	**5**	4	4	4	5	5	5	5	5	5	5	4	4
Total	**100**	92	93	92	95	95	95	95	94	85	99	88	82
BUDGET REQUEST													
Year 01		$ 50,000.00	$ 18,077.00	$ 97,000.00	$ 35,000.00	$ 40,000.00	$ 22,596.00	$ 32,358.00	$ 20,000.00	$ 26,800.00	$ 42,000.00	$ 20,309.00	$ 28,194.00
Year 02		$ 50,000.00	$ 18,077.00	$ 97,000.00	$ 35,000.00	$ 40,000.00	$ 22,596.00	$ 32,358.00	$ 20,000.00	$ 26,800.00	$ 42,000.00	$ 20,309.00	$ 28,194.00
)TAL BUDGET REQUEST		**$ 100,000.00**	**$ 35,154.00**	**$ 194,000.00**	**$ 70,000.00**	**$ 80,000.00**	**$ 45,192.00**	**$ 64,716.00**	**$ 40,000.00**	**$ 53,600.00**	**$ 84,000.00**	**$ 40,618.00**	**$ 56,388.00**
BUDGET AWARDED													
Year 01		$ 36,100.00	$ 23,500.00	$ 97,000.00	$ 28,472.00	$ 36,100.00	$ 23,500.00	$ 29,299.00	$ 23,500.00	$ 22,808.00	$ 36,100.00	$ 22,808.00	$ 25,367.00
Year 02		$ 35,100.00	$ 23,500.00	$ 97,000.00	$ 25,624.00	$ 35,100.00	$ 23,500.00	$ 26,369.00	$ 23,500.00	$ 25,088.00	$ 35,100.00	$ 25,088.00	$ 22,830.00
TAL BUDGET AWARDED		**$ 71,200.00**	**$ 47,000.00**	**$ 194,000.00**	**$ 54,096.00**	**$ 71,200.00**	**$ 47,000.00**	**$ 55,668.00**	**$ 47,000.00**	**$ 47,896.00**	**$ 71,200.00**	**$ 47,896.00**	**$ 48,197.00**

RFP Reviewers

Name	Job Title	Dept. Agency
Sarah Finne	Dentist Supervisor	Greater Derry Children's Dental Health Network
Fran McLaughlin	WIC Nutrition Consultant	Division of Public Health Services
Shannon Mills	VP for Professional Relatior	Northeast Delta Dental
Patricia Tilley	Bureau Chief (Acting)	Division of Public Health Services
Heather Brown	Network Representative	Northeast Delta Dental
Tracey Tarr	Administrator	Bureau of Elderly & Adult Services
Deb Nelson	Administrator	Head Start State Collation Office
Stacey Plourde	Chair	NH Board of Dental Examiners
Gail Brown	Policy Director	NH Oral Health Coalition
Alisa Druzba	Administrator	Division of Public Health Services
Connie George	Faculty	NHTI
Bev McGuire	Former Clinical Quality Mg	Assurance Manager DPHS
Becky Bukowski	Administrator	Division of Public Health Services
Jim Williamson	Executive Director	NH Dental Society

Qualifications

The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, as well as professionals who work external to the Division of Public Health Services and hold leadership positions in municipal, nonprofit public health, and health policy advocacy organizations. Each reviewer was selected for the specific skill set they possess and their experience delivering oral health services. The purpose of the review team is to compliment and build upon each of these perspectives for a well-balanced, objective review of the oral health proposals.

Program Name Oral Health Program

Contract Purpos Access to prevention and restorative dental treatment

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

RFA/RFP CRITERIA	Max Pts	Manchester Hlth Dept	Monadnock Hsp-SB	Speare Mem Hsp-SB	Sullivan Cty-SB	Sullivan Cty-CB	SAU 40 Milford SB	Tri-County CAP-SB
Agy Capacity	**30**	29	29	29	25	20	25	28
Program Structure	**50**	48	46	47	43	40	37	46
Budget & Justification	**15**	14	13	13	10	10	13	11
Format	**5**	5	5	5	4	3	4	4
Total	**100**	95	92	94	82	72	79	89
BUDGET REQUEST								
Year 01		$ 85,263.00	$ 18,077.00	$ 32,000.00	$ 40,000.00	$ 50,000.00	$ 21,000.00	$ 40,272.00
Year 02		$ 88,085.00	$ 18,077.00	$ 32,000.00	$ 40,000.00	$ 50,000.00	$ 21,000.00	$ 40,272.00
TOTAL BUDGET REQUEST		**$ 173,348.00**	**$ 36,154.00**	**$ 64,000.00**	**$ 80,000.00**	**$ 100,000.00**	**$ 42,000.00**	**$ 80,544.00**
BUDGET AWARDED								
Year 01		$ 22,808.00	$ 22,808.00	$ 24,074.00	$ 22,808.00	$ -	$ -	$ 22,952.00
Year 02		$ 25,088.00	$ 25,088.00	$ 21,667.00	$ 25,088.00	$ -	$ -	$ 25,248.00
TOTAL BUDGET AWARDED		**$ 47,896.00**	**$ 47,896.00**	**$ 45,741.00**	**$ 47,896.00**	**$ -**	**$ -**	**$ 48,200.00**

FORM NUMBER P-37 (version 1/09)

Subject: Community-based oral health services will be deliverd to underserved individuals living in Manchester, NH.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		**1.2 State Agency Address** 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Catholic Medical Center - Poisson Dental Facility		**1.4 Contractor Address** 88 McGregor Street, Suite 305 Manchester, NH 03102	
1.5 Contractor Phone Number (603) 663-6887	**1.6 Account Number** 05-95-90-902010-4527-102-500731	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $71,200
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		**1.10 State Agency Telephone Number** 603-271-4501	
1.11 Contractor Signature		**1.12 Name and Title of Contractor Signatory** Dr. Joseph Pepe President & CEO	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 3/28/13 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

DOROTHY C. WELSH NOTARY PUBLIC STATE OF NEW HAMPSHIRE MY COMMISSION EXPIRES JUNE 3 2014 [Seal]

Dorothy C. Welsh

1.13.2 Name and Title of Notary or Justice of the Peace

Dorothy C. Welsh Notary Public

1.14 State Agency Signature	**1.15 Name and Title of State Agency Signatory** Brook S. Dupee ~~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: 19 Jun. 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: 3/28/13

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: _____

Date: 3/28/13

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: _____
Date: 3/28/13

NH Department of Health and Human Services

Exhibit A

Scope of Services

Community-Based Oral Health Services

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

CONTRACTOR NAME: **Catholic Medical Center**

ADDRESS: **88 McGregor Street, Suite 305**
Manchester, NH 03102

Practice Manager: **Gail Dupuis**
TELEPHONE: **(603) 663-6887**

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

I. General Provisions

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

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

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

B. Eligibility and Income Determination

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

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

C. Relevant Policies and Guidelines

The community-based oral health program shall:

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

Contractor Initials: _____

Date: 3/28/13

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

D. Numbers Served

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

E. Culturally and Linguistically Appropriate Standards of Care

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

1. Assess the ethnic/cultural needs, resources and assets of their community.

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.

4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.

5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

F. State and Federal Laws

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

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.

2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.

Contractor Initials: _____

Date: 3/28/13

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

G. Publications Funded Under Contract

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

H. Subcontractors

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

I. Minimal Scope of Core Services

A. Service Requirements

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

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

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

B. Staffing Provisions

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

Contractor Initials: _____

Date: 3/28/13

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

Staffing Changes

1. New Hires: The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.

2. Vacancies: The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

C. Coordination of Services

1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.

2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

D. Meetings and Trainings

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

II. Quality or Performance Improvement (QI/PI)

A. Work plans

1. Performance Work plans are required bi-annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The work plans are a key component of the Oral Health Program performance-based contracting system and of this contract.

2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health Workplan Progress/Outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.

3. The Contractor shall submit a performance-based workplan with this application for funding and by July 15th of the second contract year.

Contractor Initials: _____

Date: 3/28/13

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

B. Data and Reporting Requirements

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

1. Work plans and Work plan Outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.

2. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff List forms must be completed according to the relevant instructions and submitted as requested by DPHS and, at minimum, by April 30 of each year.

3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

4. A copy of the Sliding Fee Scale shall be submitted by March 1st of each contract year. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.

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

C. On-Site Reviews

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

2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.

3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency Performance Workplan.

Contractor Initials: _____

Date: 3/28/13

D. Performance Measures

Community-Based Performance Measures

- A minimum of 500 pediatric clients (ages 0 <19 years) will receive oral screenings
- A minimum of 500 adult clients (19 years and older) will receive oral screenings
- Percent of clients receiving prophylaxis (cleanings)
- Percent of clients receiving restorative treatment
- Percent of children receiving dental sealants
- Percent of broken dental appointments

Contractor Initials: _____

Date: 3/28/13

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Community-Based Oral Health Services

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

CONTRACTOR NAME: **Catholic Medical Center**

ADDRESS: **88 McGregor Street, Suite 305**
Manchester, NH 03102

Practice Manager: **Gail Dupuis**
TELEPHONE: **(603) 663-6887**

Vendor #177240-B001 Job #90072003 Appropriation #05-95-902010-4527-102-500731

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

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

TOTAL: $71,200

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.

4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.

5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.

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

Contractor Initials: _____
Date: 3/28/13

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: 3/28/13

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: _____

Date: 3/28/13

9 JH

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: 3/28/13

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).

The State of New Hampshire determined that the contract activities are of a low risk of liability, and the parties waive the requirement of paragraph 14 of the P-37 in that the contractor provide comprehensive general liability insurance in the amount of $2 million per incident and instead, accept general liability insurance provided by contractor in the amount of $1,000,000 per incident.

17. **Renewal:**

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

The remainder of this page is intentionally left blank.

Contractor Initials: _____

Date: 3/28/13

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: _____

Date: 3/28/13

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: 3/28/13

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: 3/28/13

(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.

Catholic Medical 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**

Joseph Pepe, MD President & CEO
Name and Title of Authorized Contractor Representative

3/28/13
Contractor Representative Signature **Date**

Contractor Initials:
Date: 3/28/13

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, 2013

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.

Joseph Pepe MD — President and CEO

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

Catholic Medical Center — 3/28/13

Contractor Name — **Date**

Contractor Initials: JP

Date: 3/28/13

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: 3/28/13

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.

Contractor Signature Joseph Pepe MD	President and CEO **Contractor's Representative Title**
Catholic Medical Center **Contractor Name**	3/28/13 **Date**

Contractor Initials: JP

Date: 3/28/13

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Signature Joseph Pepe	President & CEO
Contractor Signature	**Contractor's Representative Title**
Catholic Medical Center	3/28/13
Contractor Name	**Date**

Contractor Initials: JP
Date: 3/28/13

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Signature Joseph Pepe, MD	President + CEO Contractor's Representative Title
Catholic Medical Center Contractor Name	3/28/13 Date

Contractor Initials: JP

Date: 3/28/13

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: JJ
Date: 3/28/13

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: JH

Date: 3/28/13

(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: 3/28/13

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: JJ

Date: 3/28/13

(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: JJ

Date: 3/28/13

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

DIVISION OF PUBLIC HEALTH SERVICES	CATHOLIC MEDICAL CENTER
The State Agency Name	Name of Contractor
Signature of Authorized Representative	Signature of Authorized Representative
~~LISA L. BUJNO, MSN, APRN~~	Joseph Pepe, MD
Name of Authorized Representative	Name of Authorized Representative
BUREAU CHIEF	President & CEO
Title of Authorized Representative	Title of Authorized Representative
6/26/13	3/28/13
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.

[redacted] Joseph Pope, MD - President + CEO
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Catholic Medical Center [redacted] 3/28/13
(Contractor Name) (Date)

Contractor Initials: JP
Date: 3/28/13

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: 827021382

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: JJ

Date: 3/28/13

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 CATHOLIC MEDICAL CENTER is a New Hampshire nonprofit corporation formed November 7, 1974. 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

I, Margaret-Ann Moran, Esq, Officer and Secretary, of Catholic Medical Center, do hereby certify that:

1. I am the duly elected Secretary of Catholic Medical Center, a non profit corporation;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on March 28, 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, Division of Public Health Services.

   RESOLVED: That the President & CEO 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. Joseph Pepe, MD is the duly elected President & CEO of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 28, 2013;

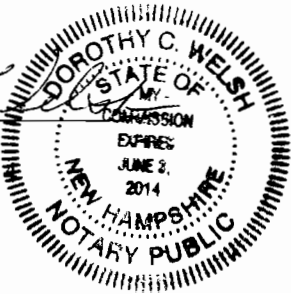
IN WITNESS WHEREOF, I have hereunto set my hand as the Officer of Secretary of the corporation this 28th day of March, 2013.

Margaret-Ann Moran, Esq., Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28th day of March, 2013, by Margaret-Ann Moran, Esq..

Dorothy C. Welsh, Notary Public
My Commission Expires: June 3, 2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/26/2013

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 MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.CertRequest@marsh.com | 212-948-4377 715651-GAUWP-13-14	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED CMC HEALTHCARE SYSTEM, INC. 100 MCGREGOR STREET MANCHESTER, NH 03102	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Pro Select Insurance Company **INSURER B :** N/A — N/A **INSURER C :** N/A — N/A **INSURER D :** Safety National Casualty Corp. — 15105 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-006578020-02 **REVISION NUMBER:** 4

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 OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			2-22596GL	07/01/2013	07/01/2014	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)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	**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		SP 4048953 *SIR $450,000	07/01/2013	07/01/2014	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	PROFESSIONAL LIABILITY			2-22596	07/01/2013	07/01/2014	PER CLAIM AGGREGATE	1,000,000 3,000,000

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

CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND 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 of Marsh USA Inc.

Susan Molloy — Susan Molloy

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Catholic Medical Center and Subsidiaries

Consolidated Financial Statements
June 30, 2012 and 2011

pwc

Report of Independent Auditors on Accompanying Consolidating Information

To the Board of Trustees of
Catholic Medical Center and Subsidiaries

We have audited the consolidated financial statements of Catholic Medical Center and Subsidiaries as of June 30, 2012 and 2011 and for the years then ended and our report thereon appears on page 1 of this document. Those audits were conducted for the purposes of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the 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 consolidating information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position and results of operations of the individual companies and is not a required part of the consolidated financial statements. Accordingly, we do not express an opinion on the financial position and results of operations of the individual companies.

PricewaterhouseCoopers LLP

November 12, 2012

Catholic Medical Center and Subsidiaries
Consolidated Balance Sheets
June 30, 2012 and 2011

	2012	2011
Assets		
Current assets		
Cash and cash equivalents	$ 62,195,882	$ 45,288,102
Short-term investments	1,030,384	6,386,296
Accounts receivable from patients, less allowance of $14,520,666 in 2012 and $11,863,966 in 2011	30,745,571	32,302,845
Inventories	1,293,948	1,280,590
Amounts due from affiliates	458,667	-
Other current assets	3,469,865	3,408,425
Total current assets	99,194,317	88,666,258
Property, plant and equipment, net	75,961,268	77,719,483
Other assets		
Notes receivable, less allowance of $800,000 in 2012 and 2011	218,859	319,476
Unamortized debt issuance costs	834,884	892,422
Other assets	16,063,478	-
Total other assets	17,117,221	1,211,898
Assets whose use is limited		
Pension and insurance obligations	11,439,235	12,426,652
Board-designated and donor-restricted investments	71,101,160	73,468,961
Held by trustee under revenue bond agreement	5,168,016	5,072,246
Total assets whose use is limited	87,708,411	90,967,859
Total assets	$ 279,981,217	$ 258,565,498
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt	$ 2,128,404	$ 1,473,605
Accounts payable and accrued expenses	14,138,842	15,135,972
Accrued salaries, wages and related accounts	13,330,899	12,818,247
Amounts payable to third-party payors	8,920,004	4,528,053
Notes payable	6,000,000	7,000,000
Amounts due to affiliates	-	966,496
Total current liabilities	44,518,149	41,922,373
Accrued pension and other liabilities, net of current portion	111,550,388	53,434,346
Long-term debt, net of current portion	63,057,516	62,336,472
Total liabilities	219,126,053	157,693,191
Commitments and contingencies		
Net assets		
Unrestricted	53,808,096	93,608,543
Temporarily restricted	353,996	381,533
Permanently restricted	6,693,072	6,882,231
Total net assets	60,855,164	100,872,307
Total liabilities and net assets	$ 279,981,217	$ 258,565,498

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

Catholic Medical Center and Subsidiaries
Consolidated Statements of Operations
Years Ended June 30, 2012 and 2011

	2012	2011
Operating revenue		
Net patient service revenue	$ 284,416,129	$ 271,261,302
DSH funding	-	12,027,952
Other revenue	11,636,838	5,360,633
Total operating revenue	296,052,967	288,649,887
Operating expenses		
Salaries, wages and fringe benefits	144,508,938	150,635,948
Supplies and other expenses	102,107,794	100,999,385
Medicaid enhancement tax	15,240,270	12,521,429
Depreciation and amortization	10,560,419	10,797,556
Interest	2,765,357	2,798,611
Total operating expenses	275,182,778	277,752,929
Income from operations	20,870,189	10,896,958
Nonoperating gains (losses)		
Investment (loss) income	(757,645)	1,982,323
Net realized gains on sales of investments (including other-than-temporary impairment losses of $2,887 in 2012)	3,120,955	2,003,005
Loss on sale of property and equipment	(159,445)	(15,946)
Nonoperating gains, net	2,203,865	3,969,382
Excess of revenue over expenses	23,074,054	14,866,340
Other changes in net assets		
Unrealized (depreciation) appreciation on investments	(5,949,001)	9,794,325
Assets released from restriction used for capital	13,825	19,980
Pension-related changes other than net periodic pension cost	(45,281,196)	29,331,769
Adoption of new accounting principle - goodwill impairment	-	(12,496)
Net assets transferred to affiliates	(11,658,129)	(7,798,423)
(Decrease) increase in unrestricted net assets	$ (39,800,447)	$ 46,201,495

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

Catholic Medical Center and Subsidiaries
Consolidated Statements of Changes in Net Assets
Years Ended June 30, 2012 and 2011

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Balances at June 30, 2010	$ 47,407,048	$ 357,814	$ 6,266,470	$ 54,031,332
Excess of revenue over expenses	14,866,340	-	-	14,866,340
Investment income	-	2,454	601	3,055
Unrealized appreciation on investments	9,794,325	-	206,790	10,001,115
Restricted contributions	-	81,408	-	81,408
Change in interest in perpetual trust	-	-	408,370	408,370
Net assets transferred to affiliates	(7,798,423)	-	-	(7,798,423)
Assets released from restriction used for operations	-	(40,163)	-	(40,163)
Assets released from restriction used for capital	19,980	(19,980)	-	-
Adoption of new accounting principle - goodwill impairment	(12,496)	-	-	(12,496)
Pension-related changes other than net periodic pension cost	29,331,769	-	-	29,331,769
Increase in net assets	46,201,495	23,719	615,761	46,840,975
Balances at June 30, 2011	93,608,543	381,533	6,882,231	100,872,307
Excess of revenue over expenses	23,074,054	-	-	23,074,054
Investment income	-	2,156	2,171	4,327
Unrealized depreciation on investments	(5,949,001)	-	(86,244)	(6,035,245)
Restricted contributions	-	51,208	-	51,208
Change in interest in perpetual trust	-	-	(105,086)	(105,086)
Net assets transferred to affiliates	(11,658,129)	-	-	(11,658,129)
Assets released from restriction used for operations	-	(67,076)	-	(67,076)
Assets released from restriction used for capital	13,825	(13,825)	-	-
Pension-related changes other than net periodic pension cost	(45,281,196)	-	-	(45,281,196)
Decrease in net assets	(39,800,447)	(27,537)	(189,159)	(40,017,143)
Balances at June 30, 2012	$ 53,808,096	$ 353,996	$ 6,693,072	$ 60,855,164

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

Catholic Medical Center and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended June 30, 2012 and 2011

	2012	2011
Operating activities		
Change in net assets	$ (40,017,143)	$ 46,840,975
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	10,560,419	10,797,556
Adoption of new accounting principle - goodwill impairment	-	12,496
Pension-related changes other than net periodic pension cost	45,281,196	(29,331,769)
Net assets transferred to affiliates	11,658,129	7,798,423
Restricted gifts and investment income	(55,535)	(84,463)
Net realized gain on sales of investments	(3,120,955)	(2,003,005)
Decrease (increase) in interest in perpetual trust	105,086	(408,370)
Unrealized depreciation (appreciation) on investments	6,035,245	(10,001,115)
Change in fair value of interest rate swap	1,856,926	(380,831)
Loss on sale of property and equipment	159,445	15,946
Increase (decrease) in cash from working capital and other items		
Accounts receivable from patients and residents, net	1,557,274	(4,612,863)
Inventories	(13,358)	4,147
Other current assets	(61,440)	(1,093,191)
Amounts due from/to affiliates	(1,425,163)	(290,217)
Other assets	(16,063,478)	-
Accounts payable and accrued expenses	(84,961)	998,699
Accrued salaries, wages and related accounts	512,652	1,389,953
Amounts payable to third-party payors	4,391,951	3,364,324
Accrued pension and other liabilities	10,953,088	3,315,451
Net cash provided by operating activities	32,229,378	26,332,146
Investing activities		
Acquisition of property, plant and equipment	(6,729,660)	(5,814,761)
Proceeds from disposal of assets	16,150	14,000
Payments received from notes receivable	100,617	138,058
(Increase) decrease in funds held by trustee under revenue bond agreement	(95,770)	103,169
Purchases of short-term investments	-	(35,350)
Sales of short-term investments	5,355,912	-
Sales of investments	14,795,179	17,853,236
Purchases of investments	(14,459,337)	(18,245,992)
Net cash used in investing activities	(1,016,909)	(5,987,640)
Financing activities		
Repayment of debt	(1,420,000)	(1,556,173)
Repayment of capital lease	(250,183)	(38,403)
Repayment of note payable	(7,000,000)	(7,000,000)
Issuance of note payable	6,000,000	7,000,000
Bond issuance cost - CAN Note	(31,912)	(10,401)
Restricted gifts and investment income	55,535	84,463
Cash transferred to affiliates	(11,658,129)	(7,798,423)
Net cash used in financing activities	(14,304,689)	(9,318,937)
Increase in cash and cash equivalents	16,907,780	11,025,569
Cash and cash equivalents		
Beginning of year	45,288,102	34,262,533
End of year	$ 62,195,882	$ 45,288,102
Supplemental cash flow information		
Cash paid for interest	$ 2,784,388	$ 2,798,612
Property, plant and equipment additions included in accounts payable and accrued expenses	1,434,837	522,668
Noncash additions to fixed assets related to capital leases	3,031,126	286,912

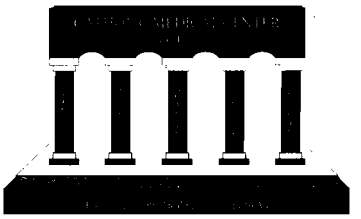
The accompanying notes are an integral part of these consolidated financial statements.

Catholic Medical Centers Mission Statement

The heart of Catholic Medical Center is to provide health, healing, and hope in a manner that offers innovative high quality services, compassion, and respect for the human dignity of every individual who seeks or needs our care as part of Christ's healing ministry through the Catholic Church.

CATHOLIC
Medical
CENTER

Catholic Medical Center
Board of Directors – 2013



Joseph Graham, ***Chair***

Suzanne K. Mellon, Ph.D. RN ***Vice Chair***

Margaret-Ann Moran, Esq. ***Secretary***

Daryl J. Cady, CPA, ***Treasurer***

Joseph Pepe, MD, ***President/CEO***

Adele Boufford Baker

Rick Botnick

Gary Bouchard, Ph.D.

Guy D. Chapdelaine,
Bishop's Delegate for Health Care

William B. Clutterbuck, M.D.

John G. Cronin, Esq.

Eleanor Wm. Dahar, Esq.

Raef Fahmy, DPM, Chief Medical Officer

Connor J. Haugh, M.D.

Susan D. Huard, Ph.D.

Maria Mongan

Msgr. John P. Quinn

Keith A. Stahl, MD

Fr. Patrick Sullivan O.S.B, RN

Updated: January 2013
Dorothy Welsh, Board Liaison, 663-6552

100 McGregor Street Manchester, New Hampshire 03102-3770
phone 603 668 3545
catholicmedicalcenter.org

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Catholic Medical Center

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

BUDGET PERIOD:	SFY 2014	July 1, 2013 - June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Joseph Pepe, M.D. President & CEO	$445,000	0.00%	$0.00
Paul Mertzic, RN ,MS Executive Director of Operations	$125,008	0.00%	$0.00
Mary Elizabeth Pierce, DMD Dental Director/Staff Dentist	$71,042	48.00%	$34,100.00
Gail Dupuis, Practice Manager	$50,398	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)			**$34,100.00**

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
Joseph Pepe, M.D. President & CEO	$458,350	0.00%	$0.00
Paul Mertzic, RN ,MS Executive Director of Operations	$128,758	0.00%	$0.00
Mary Elizabeth Pierce, DMD Dental Director/Staff Dentist	$73,173	45.24%	$33,100.00
Gail Dupuis, Practice Manager	$51,910	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)			**$33,100.00**

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.

CURRICULUM VITAE

JOSEPH PEPE, MD

ADDRESS

Business:
100 McGregor Street
Manchester, NH. 03102

EMPLOYMENT

President & CEO
CMC Healthcare System
August 30, 2012 to Present

President & CEO
Catholic Medical Center, Manchester, NH
August 30, 2012 to Present

Chief Executive Officer of Healthcare System including: 330 bed acute care hospital; Physician Practice Associates employing 40 physicians; Bedford Ambulatory Surgery Center (BASC), an LLC with 50% ownership with 40 surgeons, and St. Peter's Home, New Hampshire's largest day care center. Catholic Medical Center is the home of the New England Heart Institute, serving over 100 communities state wide.

Interim President/CEO
CMC Healthcare System and Catholic Medical Center
January 12, 2012

CMC Vice President of Medical Affairs/Chief Medical Officer
Catholic Medical Center
(1999 to August 2012)

As Vice President of Medical Affairs/Chief Medical Officer reporting to the CEO and worked with nursing leadership, medical staff leadership, and Performance Improvement to improve quality at CMC.

Physician
CMC Primary Care Associates
(1990 – 2011)

EDUCATION

1979-1983 St. Anselm College, Manchester, NH; **BA**
1983-1987 Tufts University School of Medicine, Boston, Ma; **MD**

POSTDOCTORAL TRAINING

1987-1990 Baystate Medical Center, Springfield, Ma.
- Internal Medicine Internship
- Internal Medicine Residency

ACADEMIC APPOINTMENTS/TEACHING

1987-1989 Clinical Fellow of Medicine
-Tufts University School of Medicine
Lecturer, State Division, American College of Physicians
Lecturer, Mass. College of Pharmacy and Health Science ('06-08)
Lecturer, NH Organization of Nurse Leaders (2011)
Lecturer, Northern New England Society for Healthcare Risk Management (2011)

BOARD CERTIFICATION

National Board of Medical Examiners
American Board of Internal Medicine 1990, 2000, 2010

PUBLICATIONS

Fever of Unknown Origin and Eosinophilia Caused by Naproxen Induced Interstitial Nephritis. *Hospital Practice*; McCue, J.D. ; Pepe, J., August 15, 1989.

A Rare Cause of Facial Nerve Paralysis. *Hospital Practice*; McCue, J.D. ; Pepe, J., May 30, 1990.

A Construction Worker With A Digital Eschar. *Hospital Practice*; Pepe, J., May 30, 1992.

Tongue Abscess: Case Report and Review. *Clinical Infectious Diseases*; Sands, M.; Pepe, J.; Brown, R.B., January 16, 1993.

Managing Risk, Build a Just Culture. *Health Progress;* Pepe, J.; Cataldo, P.J., July August, 2011.

McGregor Street Journal editor; Over 40 articles available on request ('02-present)

Paul A. Mertzic, RN, BSN, MS
Catholic Medical Center –
Telephone (603) 663-8709,
e-mail pmertzic@cmc-nh.org

Objective: To utilize my administrative, clinical and management skills in the development of systems to enhance the quality of and the access to health care services for all persons.

- Leader in community, ambulatory and acute care health environments
- Educator - Assessment, Planning, Developing and Implementing community and professional programs
- Health Educator
- Strategic orientation

Experience:

1998- Present: **Catholic Medical Center** – Manchester, NH
A 300-bed community-based health care system. Re-established after the de-merger of Optima Health

Executive Director of Operations, Physician Practice Association, Primary Care and Community Health - October 2012 – Present
Operational responsibility for the development, planning, budgeting and implementation of the strategic initiatives for the Primary Care Practices and Community Health Services. Responsible for the development of collaborative relationships and partnerships within the community to improve the health status of our community

Director, Community Health Services & Urgent Care July 2011 – Present
Responsible for all aspects of CMC's Community Health Services and Urgent Care at Bedford. Enhance and develop collaborative relationships and partnerships within the community to improve the health status.

Director, Community Health Services – February 2002 to July 2011
Responsible for all aspects of CMC's Community Health Services and collaborative relationships and partnerships within the community to improve the health status.

Director, Community Health and Wellness – May 1997 – February 2002
Responsible for the ongoing operations of community-based programs serving those most in need. Responsible for creating collaborative relationships with agencies to maximize the potential for health and wellness efforts to those most in need.

1995 –1998: **Optima Health** – Manchester, NH
A community-based health care system created by the merger of two health care systems based in Manchester, NH.
Program Manager, Community Education and Wellness
Responsible for planning, coordinating and the delivery of community-based health and wellness services for those most in need..

1981 – 1995: **Elliot Hospital** – Manchester, NH
296 bed community-based acute care hospital

Director, Cardiology Services – (1990 – 1995)
Responsible for Invasive and Non-invasive Diagnostic Cardiology Testing, Cardiac Rehabilitation, and Pacemaker Clinic.

Director, Cardiac Intermediate Care Unit – (1981- 1990)
Responsible for a 26 bed step down cardiac unit with a concentration on family education and clinical excellence.

1980 –1981: **Catholic Medical Center**
Director, Cardiac Rehabilitation
Responsible for development of inpatient and outpatient Cardiac Rehabilitation.

1977- 1980: **Elliot Hospital** – Manchester, NH
Clinical Manager, Intensive Care Unit – (1978 – 1980)
Responsible for daily operations of a 12-bed intensive care unit on 3-11 shift, including staff development, evaluations, staffing and coordination.
Critical Care and Medical Surgical Staff Nurse – (1997- 1978)
Clinical responsibilities for critical care and medical surgical patients.

1977 – 1980: **Easter Seals Rehabilitation Program**
RN Consultant, Cardiac Rehabilitation Program
Responsible for assessment, evaluation and education of clients involved in outpatient Cardiac Rehabilitation Program. Provided educational programs to enhance cardiovascular knowledge of ancillary staff.

Education:

New England College, Henniker, NH - MS Organizational Management - 12/2000

NH College, Manchester, NH - Accounting and Financial Management courses

St. Anselm College, Goffstown , NH - Bachelor of Science, Nursing – 6/1977

Membership/Affiliations:

Catholic Medical Center Mission Award 2010
Good Samaritan Award in Health by Pastoral Counseling Services 2006
Healthy Manchester Leadership Council
Leadership Manchester, Class of 2004
Medical Interpretation Advisory Board/Steering Committee
Makin' It Happen – Board of Directors 2003-2009
New Horizons of NH – Board of Directors 2003 - 2008
Kids Vote – Board of Directors 2005 - 2008
On the Road to Recovery – Board of Directors/Secretary-Treasurer 2006 - present
NH Prostate Cancer Coalition – Board of Directors 2007-2009
Governors Council on Physical Activity and Health 2007- present
Kickin' Butts, Smoking Coalition
Regional Faculty AHA BLS/ BLS Instructor 2009 - 2012
New Hampshire Nurses Association
Governmental Advocacy Commission 2008 – present
American Nurses Association

References available upon request.

Mary Elizabeth Pierce, D.M.D.
Catholic Medical Center Poisson Dental Facility
88 McGregor Street
Manchester, NH 03102

Curriculum Vitae

CLINICAL EXPERIENCE

1999 – Present — **Catholic Medical Center, Manchester, NH**
Dental Director, CMC Poisson Dental Facility
General Dentist, CMC Poisson Dental Facility

1999-2004 — **Tufts University School of Dental Medicine, Waltham MA**
Fernald Program for Patients with Special Needs
Faculty and Staff Dentist

POST DOCTORAL TRAINING

1998 – 1999 — **Tufts University School of Dental Medicine, Boston, MA**
General Practice Residency in Dentistry

EDUCATION

1984 - 1988 — **Tufts University School of Dental Medicine, Boston, MA**
Doctor of Medical Dentistry

1984 - 1988 — **Rensselaer Polytechnic Institute, Troy, NY**
B.S. Biology

Unpublished Papers, Presentations and Awards

1999 — **"A Retrospective Study of Causes of Tooth Loss in a Special Needs Population" - Table Clinic**
Presented at Tufts University School of Dental Medicine, Boston, MA at the 1999 Conference for the Federation of Special Care Organizations in Dentistry

1992 — **"Surgical and Orthodontic Considerations in Orthognathic Surgery" – Table Clinic**
Presented at Tufts University School of Dental Medicine, Boston, MA

1983 — **"Uses of Gortex in Periodontal Surgery"**
Rensselaer Polytechnic Institute, Troy, NY

1999	**Award**	**Bates Society for Best Postgraduate Table Clinic** Rensselaer Polytechnic Institute, Troy, NY
1999	**Award**	**Drs. Kane and Tesini Research Award** Rensselaer Polytechnic Institute, Troy, NY

ADDITIONAL EXPERIENCE

1993 – 1998	**Dr. Danzig and Associates, Billerica, MA** Dental Hygienist
1993 – 1998	**Dr. Rang-Jang Wu, Stoneham, MA** Dental Hygienist
1992	**New Hampshire State Hospital, Concord, NH** Dental Student Intern
1992	**Tufts University School of Dental Medicine, Boston, MA** Research Assistant

REFERENCES

Available upon request.

Gail J. Dupuis
79 Louis Street
Manchester, NH 03102
(603)660-0608

OBJECTIVES

To obtain a challenging position that offers personal growth and professional development in a business or medical/dental environment.

WORK EXPERIENCE

1998 – Present **Catholic Medical Center, Manchester, NH**
Practice Manager, CMC Poisson Dental Facility and CMC West Side Neighborhood Health Center, November 2012 to present.
Program Manager, CMC Poisson Dental Facility, 2000 – 2012
Office Coordinator, CMC Poisson Dental Facility, 1999 – 2000
Office Staff, CMC Poisson Dental Facility, 1998 – 1999

1998 – 1998 **NH Eye Associates**
Customer service/front office

1985 – 1985 **Veterans Administrative Hospital, Manchester, NH**
Dental assisting

1984 – 1985 **Dr. Steven Wehrli**
Dental assisting

SKILLS

Business/medical office procedures
Transcription 55 WPM
Appointment scheduling
Microsoft Excel
Medical Manager software
Accounting
Third party billing
ICD-9/CPT coding
Human relations
Dental radiology certified
Customer Service
Computer concepts
WordPerfect, Microsoft Word
OR scheduling
Bookkeeping
Eaglesoft Dental software
Medical/Dental Terminology
Medicaid billing
Anatomy and Physiology
Dental anatomy
Dental assisting
Dentrix Enterprise

EDUCATION

Boston College/Goldman School of Dentistry April 2000
Dental Radiology Certification Program

Northeast Career Schools 1997 – 1998
Graduate of the Medical Office Specialist Certificate Program

NH Technical Institute 1985
Graduate of the Dental Assisting Certificate Program
Board Certified in Dental Assisting and Dental Radiology 1985 – 1986

NH College 1982 – 1983
Graduate of the Office Administration Certificate Program

CERTIFICATIONS

American Red Cross – CPR
Dental Radiology

REFERENCES

Furnished upon request

Budget Form

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

Bidder/Program Name: Catholic Medical Center

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

Budget Period: Date of G&C Approval through June 30, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 34,100.00	$ -	$ 34,100.00	
2. Employee Benefits	$ -	$ -	$ -	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	
Office	$ -	$ -	$ -	
6. Travel	$ -	$ -	$ -	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ 2,000.00	$ -	$ 2,000.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	**$ 36,100.00**	**$ -**	**$ 36,100.00**	

Indirect As A Percent of Direct 0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available)	**$ 36,100.00**
Reconciliation - (this line must be equal to or greater than $0)	**$ -**

Budget Form

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

Bidder/Program Name: Catholic Medical Center

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

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

1. Total Salary/Wages	$ 33,100.00	$ -	$ 33,100.00
2. Employee Benefits	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Lab	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Postage	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -
Insurance	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -
9. Software	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 2,000.00	$ -	$ 2,000.00
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
TOTAL	**$ 35,100.00**	**$ -**	**$ 35,100.00**

Indirect As A Percent of Direct 0.0%

For DPHS use only

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

Reconciliation - (this line must be equal to or greater than $0) **$ (35,100.00)**

Subject: School-based oral health services will be provided to sudents in Cheshire County.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		**1.2 State Agency Address** 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Dental Health Works of Cheshire County, Inc.		**1.4 Contractor Address** 69 Island Street, Suite 5 Keene, NH 03431	
1.5 Contractor Phone Number (603) 358-6624	**1.6 Account Number** 05-95-90-902010-4527-102-500731	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $54,096
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** Eileen Fernandes, President	

1.13 Acknowledgement: State of NH, County of Cheshire

On 4/9/13, 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]

1.13.2 Name and Title of Notary or Justice of the Peace

Julie D Wolf, Notary Commission Expires 2/6/18

1.14 State Agency Signature	**1.15 Name and Title of State Agency Signatory** Brook Dupee ~~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: 19 Apr. 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: EF
Date: 4/9/13

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: EF
Date: 4/9/13

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: EF
Date: 4/9/13

NH Department of Health and Human Services

Exhibit A

Scope of Services

School-Based Oral Health Services

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

CONTRACTOR NAME: **Dental Health Works of Cheshire County, Inc**

ADDRESS: **69 Island Street, Suite 5**
Keene, NH 03431

Executive Director: **Stephen Hoffman, DMD.**
TELEPHONE: **(603) 358-6624**

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

I. General Provisions:

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

A. Numbers Served

Oral assessment services are to be provided to a minimum of 2,300 students throughout each year of the contract term.

B. Eligibility and Income Determination

1. Low-income children and families are defined as ≤ 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year), in the State of New Hampshire.

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

C. The contractor shall use one of the following models:

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

D. Oral health services for the targeted population(s) shall include:

1. risk assessment;
2. oral health education;
3. oral screening;
4. early diagnosis of oral diseases;
5. preventive care focused on age appropriate dental sealants and fluoride application;
6. and care coordination that links children to restorative treatment and disease management in a "dental home".

Contractor Initials: EF
Date: 4/9/13

E. Relevant Policies and Guidelines

The school-based oral health program shall:

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

F. Culturally and Linguistically Appropriate Standards of Care

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

1. Assess the ethnic/cultural needs, resources and assets of their community.

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.

4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.

5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

G. State and Federal Laws

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

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.

Contractor Initials: EF
Date: 4/9/13

2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.

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

H. Publications Funded Under Contract

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

2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.

3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).

I. Subcontractors

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

I. Minimal Scope of Core Services

A. Service Requirements

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

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

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

B. Staffing Provisions

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

Staffing Changes

1. New Hires: The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.

2. Vacancies: The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

C. Coordination of Services

1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.

2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

D. Meetings and Trainings

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

II. Quality or Performance Improvement (QI/PI)

A. Work Plans

1. Performance Work Plans are required annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract.

Contractor Initials: EF
Date: 4/9/13

The work Plans are a key component of the Oral Health Program performance- based contracting system and of this contract.

2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health Work Plan Progress/Outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.

3. The Contractor shall submit a performance-based work plan with this application for funding and by July 15th of the contract year.

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

B. Data and Reporting Requirements

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

1. Work Plans and Work Plan Outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.

2. A Year End Report Form shall be completed annually to describe the reach of the school-based program beyond the second and third grade population targeted for dental sealants.

3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

4. A copy of the Sliding Fee Scale provided to participating students' families shall be submitted on request to the DPHS Oral Health Program. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.

5. An summary of feedback from teachers, school nurses, administrators and families obtained during the prior contract year and of the method by which the results were obtained shall be submitted on request to the DPHS Oral Health Program to accompany the annual work plan.

C. On-Site Reviews

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

2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.

3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation

Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency Performance Work Plan.

D. Performance Measures

School-Based Oral Health Performance Measures

Second and third grade students represent a group of children whose oral health status can be compared across New Hampshire programs, with children in other states and in the National Oral Health Surveillance System.

- A minimum of 60% of 2nd & 3rd grade students that return consent forms
- A minimum of 300 2nd & 3rd grade students screened in school
- Percent of all 2nd & 3rd grade students screened to assess oral health needs
- Percent of all 2nd & 3rd grade students screened with at least one sealant on a permanent molar
- 100% of all 2nd and 3rd graders screened with untreated decay who are referred for treatment
- Percent of all 2nd & 3rd grade students screened with a history of decay

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Contractor Initials: EF
Date: 4/9/13

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

School-Based Oral Health Services

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

CONTRACTOR NAME: **Dental Health Works of Cheshire County, Inc.**

ADDRESS: **69 Island Street, Suite 5**
Keene, NH 03431

Executive Director: **Stephen Hoffman, DMD**
TELEPHONE: **(603) 358-6624**

Vendor #167928-B001 Job #90072003 Appropriation #05-95-90-902010-4527-102-500731

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

   $54,096 for oral health initiatives, funded from 44.7% Federal funds from the Centers for Disease Control (CDC) (CFDA #93.991) and 55.3% from General funds.

TOTAL: $54,096

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.

4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.

5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for

Contractor Initials: EF
Date: 4/9/13

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: EP
Date: 4/9/13

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such

EF
4/9/13

costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

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

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

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

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

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

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

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

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

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

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

EF 4/9/13

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

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

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

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

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

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

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

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

15. **Operation of Facilities:** Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the

EF 4/9/13

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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EF
4/9/13

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.

18. Audit:

The State of New Hampshire has determined that the contract activities do not warrant a full financial audit and therefore the parties have waived the requirement of Exhibit C, 10.1. Audit and instead accept an Annual Financial Review.

The remainder of this page is intentionally left blank.

EF 4/9/13

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

EF
4/9/13

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.

EP
4/9/13

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:

EF
4/9/13

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Dental Health Works of Cheshire County, 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**

EILEEN FERNANDES PRESIDENT

Name and Title of Authorized Contractor Representative

Contractor Representative Signature **Date** 4/9/13

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.

Contractor Signature	**Contractor's Representative Title**
Dental Health Works of Cheshire County, Inc.	4/9/13
Contractor Name	**Date**

NH Department of Health and Human Services

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive 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: EP

Date: 4/9/13

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
Contractor Signature	**Contractor's Representative Title**
Dental Health Works of Cheshire County, Inc.	4/9/13
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.

Contractor Signature	**Contractor's Representative Title**
Dental Health Works of Cheshire County, Inc.	4/9/13
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.

[signature]	PRESIDENT
Contractor Signature	Contractor's Representative Title
Dental Health Works of Cheshire County, Inc.	4/9/13
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: EF
Date: 4/9/13

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: EF
Date: 4/9/13

(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: EP

Date: 4/9/13

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: EP

Date: 4/9/13

(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: EF

Date: 4/9/13

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

DIVISION OF PUBLIC HEALTH SERVICES	DENTAL HEALTH WORKS of CHESHIRE COUNTY, INC.
The State Agency Name	Name of Contractor
Brook Dupee	
Signature of Authorized Representative	Signature of Authorized Representative
Brook Dupee	
~~LISA L. BUJNO, MSN, APRN~~	Eileen Fernandes
Name of Authorized Representative	Name of Authorized Representative
BUREAU CHIEF	President, Board of Directors
Title of Authorized Representative	Title of Authorized Representative
6/21/13	4/9/13
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)	EILEEN FERNANDES PRESIDENT (Authorized Contractor Representative Name & Title)
Dental Health Works of Cheshire County, Inc. (Contractor Name)	4/9/13 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 153 179 961

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: EF

Date: 4/9/13

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 DENTAL HEALTH WORKS OF CHESHIRE COUNTY, INC. is a New Hampshire nonprofit corporation formed April 13, 2004. 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 OF VOTE/AUTHORITY

I, Dorothy Bittner, of Dental Health Works of Cheshire County Inc., do hereby certify that:

1. I am the duly elected Secretary of the Dental Health Works Board of Directors;

2. By Unanimous vote of The Board of Directors of Dental Health Works on March 25th, 2013;

RESOLVED: That this corporation may enter into contracts with the State of New Hampshire, acting through its Department of Health and Human Services;

RESOLVED: That the President of The Board of Directors of Dental Health Works has the authority to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate. Eileen Fernandes is the duly appointed President of The Board of Directors of Dental Health Works.

3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 9th, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the secretary of The Board of Directors of Dental Health Works of Cheshire County Inc. this 9 day of April, 2013.

Dorothy Bittner

Dorothy Bittner, Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE

The foregoing instrument was acknowledged before me this 9th day of April, 2013 by Dorothy Bittner.

Notary Public/Justice of the Peace

My Commission Expires: 1/25/2017

Damian P Gunther
Notary Public, State of New Hampshire
My Commission Expires Jan. 25, 2017

Client#: 45653 HOFST2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/03/2013

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

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

PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935 E-MAIL ADDRESS:
INSURED Stephen F. Hoffman DMD Dental Health Works of Cheshire County 69 V Island St. Keene, NH 03431	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : CNA Insurance Companies 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	
A	GENERAL LIABILITY			272407013	08/02/2012	08/02/2013	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$250,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$1,000,000
	[ ] 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	Professional			272407013	08/02/2012	08/02/2013	$1,000,000/$3,000,000	

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

CERTIFICATE HOLDER

Director Division of Public Health
NH Dept. of Health & Human Services 129 Pleasant St.
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/21/2013

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

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PRODUCER	CONTACT NAME: Tracy Walden, AAI
Masiello Insurance Agency 69-A Island Street, Suite 1 Keene NH 03431	PHONE (A/C, No, Ext): (603) 352-1810 FAX (A/C, No): (603) 352-8367 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NGM Insurance Company	14788
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Dental Health Works of Cheshire County Inc 69 V Island Street Keene NH 03431

COVERAGES **CERTIFICATE NUMBER:** CL1322106042 **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						X WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A		WCJ2013C	7/1/2012	7/1/2013	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

Directory Division of Public Health
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

T Walden, AAI/TRACY Tracy Walden

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/20/2013

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: Tracy Walden, AAI
Masiello Insurance Agency 69-A Island Street, Suite 1 Keene NH 03431	PHONE (A/C, No, Ext): (603) 352-1810 FAX (A/C, No): (603) 352-8367 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: NGM Insurance Company	14788
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Dental Health Works of Cheshire County Inc 69 V Island Street Keene NH 03431

COVERAGES **CERTIFICATE NUMBER:** CL1362006635 **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						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A		WCJ2013C	7/1/2013	7/1/2014	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

Directory Division of Public Health
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

T Walden, AAI/TRACY Tracy Walden

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To the Board of Directors of
Dental Health Works of Cheshire County, Inc.
69V Island Street, Unit 2B
Keene, NH 03431

We have compiled the accompanying statements of financial position of Dental Health Works of Cheshire County, Inc. (a New Hampshire not-for-profit corporation) as of June 30, 2012 and 2011 and the related statements of activities and cash flows for the years then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

The supplementary information contained in Schedules 1 and 2 is presented for purposes of additional analysis and is not a required part of the basic financial statements. The supplementary information has been compiled from information that is the representation of management. We have not audited or reviewed the supplementary information and, accordingly, do not express an opinion or provide any assurance on such supplementary information.

Hogancamp PC

May 1, 2013

DENTAL HEALTH WORKS OF CHESHIRE COUNTY, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2012 AND 2011
(SEE ACCOUNTANTS' COMPILATION REPORT)

	2012	2011
ASSETS		
CURRENT ASSETS		
Cash and equivalents	$ 599,681	$ 486,435
Accounts receivable, net of allowance for doubtful accounts	65,900	55,237
Total current assets	665,581	541,672
PROPERTY AND EQUIPMENT		
Condominium	496,515	496,515
Equipment and furniture	259,815	244,621
Building improvements	189,773	183,903
	946,103	925,039
Less: accumulated depreciation	328,150	277,722
	617,953	647,317
SECURITY DEPOSIT	1,860	1,860
	$ 1,285,394	$ 1,190,849
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	$ 22,454	$ 24,056
Prepaid dental services	37,227	35,953
Accrued vacation payable	16,221	8,019
Total current liabilities	75,902	68,028
UNRESTRICTED NET ASSETS	1,209,492	1,122,821
	$ 1,285,394	$ 1,190,849

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

DENTAL HEALTH WORKS OF CHESHIRE COUNTY, INC.
STATEMENTS OF ACTIVITIES
JUNE 30, 2012 AND 2011
(SEE ACCOUNTANTS' COMPILATION REPORT)

	2012	2011
SUPPORT AND REVENUE		
Support:		
Contributions	$ 5,200	$ 5,000
Total support	5,200	5,000
Revenue:		
Client fees	825,298	754,862
Medicaid revenue	176,949	155,286
Agency revenue	26,826	30,688
Cheshire smiles	29,727	-
Interest Income	1,237	876
Total revenue	1,060,037	941,712
TOTAL SUPPORT AND REVENUE	1,065,237	946,712
EXPENSES		
Program services:		
Dental services	836,842	781,720
Cheshire smiles	28,269	-
Support services		
General and administrative	113,455	104,139
Total expenses	978,566	885,859
CHANGE IN NET ASSETS	86,671	60,853
NET ASSETS, beginning of year	1,122,821	1,061,968
NET ASSETS, end of year	$ 1,209,492	$ 1,122,821

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

DENTAL HEALTH WORKS OF CHESHIRE COUNTY, INC
STATEMENTS OF CASH FLOWS
JUNE 30, 2012 AND 2011
(SEE ACCOUNTANTS' COMPILATION REPORT)

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 86,671	$ 60,853
Adjustments to reconcile increase in net assets to net cash provided by operating activities		
Depreciation	50,428	39,062
(Increase) decrease in current assets -		
Accounts receivable	(10,663)	10,533
Increase (decrease) in current liabilities -		
Accounts payable	(1,602)	9,573
Prepaid dental services	1,274	(8,280)
Accrued vacation payable	8,202	(4,679)
Total adjustments	47,639	46,209
Net cash provided by operating activities	134,310	107,062
CASH FLOW FROM INVESTING ACTIVITIES		
Purchase of commercial condominium	-	(496,515)
Purchase of property and equipment	(21,064)	-
Net cash flow provided by (used for) investing activities	(21,064)	(496,515)
NET INCREASE (DECREASE) IN CASH	113,246	(389,453)
CASH, beginning of year	486,435	875,888
CASH, end of year	$ 599,681	$ 486,435

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

Stephen F. Hoffman, D.M.D.

DENTAL HEALTH Works!

69V Island Street, Unit 2B, Keene, NH 03431
Phone: (603)358-6624 Fax: (603)358-6641

Mission
To provide dental care to the residents of Cheshire County who have limited access to oral health services.

Vision (How we see us fulfilling our mission)

- Dental Health Works will cooperate and collaborate with other community dental and medical health programs, and social service agencies, to achieve the common goal of increasing access.
- Dental Health Works will work toward educating the community with regard to dental health needs.
- Dental Health Works will enlist the help of local dental professionals to help fulfill our mission.
- Dental Health Works will be a resource to agencies with a similar mission and to community agencies with no oral health component.
- Dental Health Works will provide education and clinical experience for dental students in order to expand the dental services that we are able to provide.
- Dental Health Works will maintain a business model that allows services to as many target groups as possible, and function in a fiscally sustainable manner.

Stephen F. Hoffman, D.M.D.

DENTAL HEALTH Works!

69V Island Street, Unit 2B, Keene, NH 03431
Phone: (603)358-6624 Fax: (603)358-6641

Dental Health Works
Board of Directors
Terms of Office
2012

Three Year Term
2010 - 2013
Jennifer Audet
Craig McBeth
Mary Rooney
E. Jay Eason

Three Year Term
2011 - 2014
Jennifer Charland
Rhonda Lake
Jane Shapiro
Jonathan Blais

Three Year Term
2012 - 2015
Dottie Bittner
Kenneth Jue
Charles Post
Lisa Sandstrum
Eileen Fernandes

Officers
2012 - 2013
President: Eileen Fernandes
Vice President: Rhonda Lake
Secretary: Dottie Bittner
Treasurer: Jonathan Blais

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Dental Health Works of Chesire County, Inc.

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

BUDGET PERIOD:	SFY 2014	July 1, 2013 - June 30, 2014
Name & Title Key Administrative Personnel	**Annual Salary Of Key Administrative Personnel**	**Percentage of Salary Paid By Contract**
Stephen Hoffman DMD Dental Director	$257,550	0.00%
Eileen Fernandes President Board of Directors	$53,456	0.00%
Dental Health Works of Cheshire County Inc.	$0	0.00%
	$0	0.00%
	$0	0.00%
	$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)		

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**
Stephen Hoffman DMD Dental Director	$257,550	0.00%
Eileen Fernandes President Board of Directors	$53,456	0.00%
Dental Health Works of Cheshire County Inc.	$0	0.00%
	$0	0.00%
	$0	0.00%
	$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)		

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.

Curriculum Vitae

Stephen F. Hoffman, D.M.D.

Home Address:		
Office Address:	Dental Health Works 69V Island Street Keene, NH 03431	
Education:	1978-1982: 1982-1986:	B.S., Biology, University of Connecticut D.M.D., University of Medicine and Dentistry of New Jersey
Postgraduate and Fellowship Training:	1986-1987:	General Practice Residency, Danbury Hospital, Danbury, CT
	1987-1988:	Fellowship, Danbury Hospital, Danbury, CT
Faculty Appointments:	1988-2002:	Section Chief, General Dentistry, General Practice Residency Program, Danbury Hospital
	1994-1997:	Vice-Chairman, Department of Dentistry, Danbury Hospital
	1997-2002:	Chairman, Department of Dentistry, Danbury Hospital
	2004-present	Extramural Faculty, Boston University Goldman School of Dental Medicine
Non-Academic Appointments:	1991-1995	Staff Dentist, Ella T. Grasso Center, Connecticut Dept. of Mental Retardation Stratford, CT
	1988-2002:	Full time private practice, General Dentistry, Newtown, CT
	2002-present:	Executive Director, Dental Health Works Keene, NH

	2002-present	Dental Director, Dental Health Works, Keene, NH
Hospital Appointments:	1988-2002:	Attending, Danbury Hospital, Danbury, CT
Licensure:	1986-2002 2002-present	Connecticut (Northeast Regional Boards) New Hampshire
Awards and Honors: research in	1986:	Astra Student Scholarship for original pain control
Memberships in Professional and Scientific Societies:	National:	American Dental Association American Association of Hospital Dentists
	Local:	New Hampshire Dental Society Trustee Monadnock Region Dental Society

EILEEN M. FERNANDES

SUMMARY OF QUALIFICATIONS:

- Proven ability to coordinate and organize diverse groups with common goals
- Over twenty-five years of experience supporting individuals with severe and persistent mental health concerns, developmental disabilities, and/or poverty issues
- Excellent organizational skills
- Dependable and reliable
- Proven ability in crisis intervention; ability to function effectively under pressure
- Self-initiating, self-motivating
- Proven problem-solving skills
- Creative, flexible

PROFESSIONAL EXPERIENCE:

Cheshire Medical Center, Keene, NH — May 2007 - Present

Greater Monadnock Public Health Network Coordinator

Responsible to provide leadership for the development and readiness of regional, county, and local public health emergency response capabilities and capacities; facilitate efforts among regional public health system partners to strengthen the capabilities of public health system within the region; and participate in local health assessments.

Operation Flood Recovery, Keene, NH — 2005–2007

Project Director

Responsible for service delivery to individuals affected by flooding that occurred in five counties during October 2006. Tasks include: assessing and identifying unmet needs; coordinating with state and federal programs, local agencies, and volunteer groups assisting in recovery efforts; supervision of VISTA volunteer; program administration including service documentation, budget management, and the development of a data management system.

Cheshire Housing Trust, Keene, NH — 2003-2005

Housing Program Director

Responsibilities include planning, development, and service delivery of the Homeownership Resource Center which includes group and individual support to first time home buyers; coordination and implementation of the Individual Development Account Program; work in collaboration with the Executive Director to secure grant opportunities, supervise Housing Specialist and Property Manager, oversee all aspects of housing application process, resident services and property maintenance; complete all necessary agency, state, and federal reports as required.

Southeastern Vermont Community Action, Inc, Westminster, VT — 2001-2003

Family Services Director

Responsibilities include administrative oversight of program; supervision of five employees, fiscal development and management of department budget, grant writing, reporting and monitoring, collaborate and coordinate with local, state, and federal agencies; ensure appropriate delivery of services to low income population in two counties.

Monadnock Family Services, Keene, NH 1993 - 2001

Coordinator of Residential and Special MIMS (MENTAL ILLNESS MANAGEMENT) Services
(1995-2001)Responsibilities include administrative oversight of two programs: management of $500,000 budget, supervision of ten to fifteen employees, coordinating admissions/discharges to both programs, coordinating with community and state agencies to ensure compliance with all licensing requirements, and collaborating with other departments and outside agencies.

CASE MANAGER (1994-1995)
Responsibilities included: assessment, coordinated service delivery, provided symptom management and education, provided supportive counseling to individuals and families, liaison with service providers, advocated on behalf of consumers and crisis intervention.

VOCATIONAL SPECIALIST (1993-1994)
Responsibilities included developing employment opportunities, teaching job readiness skills, and offering continuous vocational support. Coordinated service delivery with the Division of Vocational Rehabilitation, Department of Employment Services, Job Training Council, Division of Human Services, and the Social Security Administration.

Circles of Care, Incorporated, Melbourne, FL 1986 - 1993

(Comprehensive community mental health center)
CASE MANAGEMENT COORDINATOR (1989-1993)
LEAD CASE MANAGER (1987-1989)
CASE MANAGER (1986-1987)

PROFESSIONAL AFFILIATIONS AND CERTIFICATIONS:

- New Hampshire Public Health Association, member 2013
- Board of Directors of Dental Health Works 2011- present
  - President of Board 2012 – present
- Dental Public Health Task Force, Chair 2011 – present
- Board of Directors of Cheshire Homes, Inc. 1995 – present
- Board of Directors of NH Coalition to End Homelessness 2001
- Board of Directors of AIDS Services of the Monadnock Region 1996 - 2000
- Board of Directors of Wyman Way Cooperative 1994 - 1999

EDUCATION/TRAINING:

Marlboro College Graduate School, Brattleboro, VT.
Master of Science in Management- Health Care Administration, 2012
North Adams State College, North Adams, MA.
Bachelor of Arts in Sociology, 1982
National Community Action Management Academy
Building Teams that Build Communities - 4 week program, 2003

REFERENCES: Available upon request.

Budget Form

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

Bidder/Program Name: Dental Health Works of Cheshire County, Inc.

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

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 28,472.00	$ -	$ 28,472.00	
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	**$ 28,472.00**	**$ -**	**$ 28,472.00**	

Indirect As A Percent of Direct 0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available) **$ 28,472.00**
Reconciliation - (this line must be equal to or greater than $0) **$ -**

Budget Form

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

Bidder/Program Name: Dental Health Works of Cheshire County, Inc.

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

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 25,624.00	$ -	$ 25,624.00	
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	**$ 25,624.00**	**$ -**	**$ 25,624.00**	

Indirect As A Percent of Direct 0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available) **$25,624.00**
Reconciliation - (this line must be equal to or greater than $0) **$ -**

Subject: School-based oral health services will be delivered to underserved students in the Monadnock Region.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		**1.2 State Agency Address** 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name The Monadnock Community Hospital		**1.4 Contractor Address** 452 Old Street Road, Peterborough, NH 03458	
1.5 Contractor Phone Number (603) 924-4699 Ext. 1108	**1.6 Account Number** 05-95-90-902010-4527-102-500731	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $47,896
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		**1.10 State Agency Telephone Number** 603-271-4501	
1.11 Contractor Signature		**1.12 Name and Title of Contractor Signatory** Richard D. Schamberg, CFO	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 4/19/2013, 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]

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

SHARON E. JOHNSON
Notary Public - New Hampshire
My Commission Expires December 14, 2016

1.14 State Agency Signature	**1.15 Name and Title of State Agency Signatory** Brooke Dupa ~~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:
1.18 Approval by the Governor and Executive Council	
By:	On:

4/19

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: 4/19/13

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials:

Date: 4/19/13

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials:
Date: 6/19/13

NH Department of Health and Human Services

Exhibit A

Scope of Services

School-Based Oral Health Services

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

CONTRACTOR NAME: The Monadnock Community Hospital

ADDRESS: 452 Old Street Road, Peterborough, NH 03458

Program Coordinator: Louise H. Danforth
TELEPHONE: (603) 924-4699 ext. 1108

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

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

A. Numbers Served

Oral assessment services are to be provided to a minimum of 2,000 students throughout each year of the contract term.

B. Eligibility and Income Determination

1. Low-income children and families are defined as ≤ 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year), in the State of New Hampshire.

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

C. The contractor shall use one of the following models:

1. The "clinic model" that provides on-site comprehensive preventive and/or restorative treatment.

2. The "combination clinic referral model" that provides preventive treatment at one site and provides care coordination to link clients with restorative treatment at another site.

D. Oral health services for the targeted population(s) shall include:

1. risk assessment;
2. oral health education;
3. oral screening;
4. early diagnosis of oral diseases;
5. preventive care focused on age appropriate dental sealants and fluoride application;
6. and care coordination that links children to restorative treatment and disease management in a "dental home."

Contractor Initials: _____
Date: 4/19/13

E. Relevant Policies and Guidelines

The school-based oral health program shall:

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

F. Culturally and Linguistically Appropriate Standards of Care

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

1. Assess the ethnic/cultural needs, resources and assets of their community.

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.

4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.

5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

G. State and Federal Laws

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

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.

2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.

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

Contractor Initials: _____

Date: 4/11/13

H. Publications Funded Under Contract

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

2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.

3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).

I. Subcontractors

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

II. Minimal Scope of Core Services

A. Service Requirements

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

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

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

B. Staffing Provisions

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

Contractor Initials: _____
Date: 4/19/13

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

Staffing Changes

1. New Hires
   The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.

2. Vacancies
   The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

C. Coordination of Services

1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.

2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

D. Meetings and Trainings

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

III. Quality or Performance Improvement (QI/PI)

A. Work Plans

1. Performance Work Plans are required annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The work Plans are a key component of the Oral Health Program performance- based contracting system and of this contract.

2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health Work Plan Progress/Outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.

3. The Contractor shall submit a performance-based work plan with this application for funding and by July 15th of the contract year.

Contractor Initials: _____
Date: 4/19/13

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

B. Data and Reporting Requirements

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

1. Work Plans and Work Plan Outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.

2. A Year End Report Form shall be completed annually to describe the reach of the school-based program beyond the second and third grade population targeted for dental sealants.

3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

4. A copy of the Sliding Fee Scale provided to participating students' families shall be submitted on request to the DPHS Oral Health Program. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.

5. An summary of feedback from teachers, school nurses, administrators and families obtained during the prior contract year and of the method by which the results were obtained shall be submitted on request to the DPHS Oral Health Program to accompany the annual work plan.

C. On-Site Reviews

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

2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.

3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency Performance Work Plan.

Contractor Initials: _____

Date: 4/19/13

D. Performance Measures

School-Based Oral Health Performance Measures

- A minimum of 65% of 2nd and 3rd grade students returning consent forms
- A minimum of 400 2nd and 3rd grade students shall receive oral screenings
- Percent of all 2nd and 3rd grade students in the school screened to assess oral health needs
- Percent of all 2nd and 3rd grade students screened with at least one sealant on a permanent molar
- 100% of all 2nd and 3rd grade students screened with untreated decay who are referred for service
- Percent of all 2nd and 3rd grade students screened with a history of decay

The remainder of this page is intentionally left blank.

Contractor Initials: _____
Date: 4-19-13

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

School-Based Oral Health Services

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

CONTRACTOR NAME: **The Monadnock Community Hospital**

ADDRESS: **452 Old Street Road, Peterborough, NH 03458**

Program Coordinator: **Louise H. Danforth**
TELEPHONE: **(603) 924-4699 ext. 1108**

Vendor #177164-B006 Job #90072003 Appropriation #05-95-90-902010-4527-102-500731

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

   $47,896 for oral health initiatives, funded from 50% Federal funds from the (Centers for Disease Control)(CDC)(CFDA #93.991) and 50% from General funds.

TOTAL: $47,896

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.

4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.

5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.

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

Contractor Initials: _____

Date: 4/19/13

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: 4/19/13

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

Contractor Initials: _____

Date: 4/19/13

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

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

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

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

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

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

15. **Operation of Facilities:** Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be requiredfor 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: 4/19/13

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: _____

Date: 4/19/13

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: _____

Date: 4/9/13

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: 4/19/13

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: _____
Date: 4/17/13

(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.

The Monadnock Community Hospital **From:** July 1, 2013 or date of G&C Approval, whichever is later **To:** June 30, 2015

Contractor Name **Period Covered by this Certification**

Richard D. Schenblum

Name and Title of Authorized Contractor Representative

4/19/13

Contractor Representative Signature **Date**

4/19/13

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, 2013or 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**
Richard D Scheinblum, CFO	
The Monadnock Community Hospital	4-19-13
Contractor Name	**Date**

4/19/13

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: 4-19-13

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.

Richard D. Schlesinger CFO

Contractor Signature **Contractor's Representative Title**

The Monadnock Community Hospital 4-19-13

Contractor Name **Date**

4/19/13

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Signature	**Contractor's Representative Title**
The Monadnock Community Hospital	4-19-13
Contractor Name	**Date**

4/19/13

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Signature	Richard D Scheinblum, CFO Contractor's Representative Title
The Monadnock Community Hospital Contractor Name	4-19-13 Date

4/19/13

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: _____
Date: 4-19-13

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: 4-19-13

(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: 4-14-15

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: 4-19-13

(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: _____

Date: 4-19-13

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

DIVISION OF PUBLIC HEALTH SERVICES	THE MONADNOCK COMMUNITY HOSPITAL
The State Agency Name	Name of Contractor
Brook Dupee	
Signature of Authorized Representative	Signature of Authorized Representative
Brook S. Dupee	
~~LISA L. BUJNO, MSN, APRN~~	Richard D Scheinblum
Name of Authorized Representative	Name of Authorized Representative
BUREAU CHIEF	CFO
Title of Authorized Representative	Title of Authorized Representative
6/21/13	4-19-13
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)

Richard D. Scheinblum, CFO
(Authorized Contractor Representative Name & Title)

Monadnock Community Hospital
(Contractor Name)

4-19-13
(Date)

4-19-13

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: 073969438

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: 4-19-13

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 The Monadnock Community Hospital is a New Hampshire nonprofit corporation formed March 25, 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

Monadnock
COMMUNITY HOSPITAL

Board Resolution for Entering a Contract with the State of New Hampshire

Whereas The Monadnock Community Hospital (The Hospital) is seeking approval of a Grant for the Healthy Teeth Program in the amount of $47,896, through the New Hampshire Department of Health and Human Services, Division of Public Health Services, (The State);

Whereas The State of New Hampshire requires a Resolution from the Trustees of The Monadnock Community Hospital authorizing the signing of a contract to receive proceeds from The State Grant;

Now, therefore, be it resolved by the Board of Trustees, on April 18, 2013, that said Board approves of the signing of a contract, by an individual authorized by the Board of Trustees, with The State for the purpose of receiving funds under the above-mentioned grant program.

Signed:

Robert L. Edwards, Chair

Norman H. Makechnie, Esquire, Clerk

Date: April 19, 2013

Monadnock
COMMUNITY HOSPITAL

CERTIFICATE OF VOTE

(Corporation with Seal)

I, Robert L. Edwards, Chairman of The Monadnock Community Hospital Board of Trustees, do hereby certify that:

(1) I am the duly elected and acting Chairman of the Board of Trustees of The Monadnock Community Hospital, a New Hampshire non-profit corporation (the "Corporation");
(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;
(3) I am duly authorized to issue certificates;
(4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Trustees of the Corporation at a meeting of the said Board of Trustees held on the 18th day of April, 2013, which meeting was duly held in accordance with New Hampshire law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain oral health services, and that the President, Vice President-CFO, and the Treasurer (or any of them acting singly) be and hereby are authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as any of them may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below:

Robert L. Edwards, Chair, Board of Trustees
Peter L. Gosline, President & CEO
Richard D. Scheinblum, Vice President & CFO
Steven H. Reynolds, Treasurer, Board of Trustees

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of The Monadnock Community Hospital Board of Trustees and have affixed its corporate seal this 19th day of April, 2013.

(Seal)

Chairman, Board of Trustees

STATE OF New Hampshire

COUNTY OF Hillsborough

On this the 19th day of April, 2013, before me, Sharon E. Johnson, the under-signed officer, personally appeared Robert L. Edwards, who acknowledge himself to be the Chairman, of The Board of Trustees of The Monadnock Community Hospital, a corporation, and that he, as Chairman, of The Board of Trustees of The Monadnock Community Hospital, being authorized to do so, executed the foregoing instrument for The Monadnock Community Hospital purposes therein contained, by signing the name of the corporation by himself as Chairman of The Board of Trustees of The Monadnock Community Hospital.

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

Sharon E. Johnson
Notary Public

SHARON E. JOHNSON
Notary Public - New Hampshire
My Commission Expires December 14, 2016

My Commission expires: _____

Client#: 5847 MONADNOC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/04/2012

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

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

PRODUCER William Gallagher Associates 470 Atlantic Avenue Boston, MA 02210	CONTACT NAME: PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS:
INSURED Monadnock Community Hospital 452 Old Street Road Peterborough, NH 03458	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Fire & Marine Insuranc — 20079 INSURER B : New Hampshire Employers Insuran 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: [X] POLICY [ ] PRO-JECT [ ] LOC			HN002507	10/01/2012	10/01/2013	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 $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) $	$ $ $ $ $
	[ ] 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 [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ECC4000124012012	10/01/2012	10/01/2013	[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
A	Hospital Professional & Physicians Liab			HN002507	10/01/2012	10/01/2013	$1,000,000 Each Claim $3,000,000 Aggregate Claims Made Coverage	

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

CERTIFICATE HOLDER

NH DHHS
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

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AXP

Monadnock
COMMUNITY HOSPITAL

April 30, 2013

Nancy R. Martin, RDH, MS
NH Division of Public Health Services
Oral Health Program Manager
29 Hazen Drive
Concord, NH 03301

Dear Nancy,

With regard to the new requirement a result of the recent change to the DHHS contracting unit, please note the following information:

Monadnock Community Hospital's next financial audit will occur over November-December 2013, with financial statements issued in January 2014. This will be for the organization's fiscal year ending 9/30/13.

Sincerely,
Louise H. Danforth
Louise H. Danforth

Monadnock Community Hospital
452 Old Street Road
Peterborough, NH 03458
603.924.7191

The Monadnock Community Hospital

Audited Financial Statements

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

INDEPENDENT AUDITORS' REPORT

Board of Trustees
The Monadnock Community Hospital

We have audited the accompanying balance sheets of The Monadnock Community Hospital (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 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 The Monadnock Community Hospital 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 accounting principles generally accepted in the United States of America.

Baker Newman & Noyes

Manchester, New Hampshire
January 23, 2013

Limited Liability Company

THE MONADNOCK COMMUNITY HOSPITAL

BALANCE SHEETS

September 30, 2012 and 2011

ASSETS

	2012	2011
Current assets:		
Cash and cash equivalents	$12,436,273	$ 9,925,812
Accounts receivable, net (notes 2 and 4)	5,527,100	5,226,529
Current portion of notes receivable	92,538	55,785
Other receivables	506,506	1,104,985
Current portion of pledges receivable	148,030	364,408
Inventories	1,286,731	1,364,053
Prepaid expenses	573,132	604,559
Total current assets	20,570,310	18,646,131
Assets limited as to use (notes 4, 6 and 16)	31,328,972	29,242,081
Medical office building and related assets, net of accumulated depreciation of $1,495,318 in 2012 and $1,398,083 in 2011	1,924,307	2,021,542
Property and equipment, net (notes 7 and 8)	37,495,498	38,668,375
Notes receivable, less current portion	103,833	73,484
Other:		
Pledges receivable, less current portion (note 5)	13,545	109,466
Debt issuance costs, net	260,634	290,844
Other assets	626,595	467,638
	900,774	867,948
Total assets	$92,323,694	$89,519,561

LIABILITIES AND NET ASSETS

	2012	2011
Current liabilities:		
Accounts payable and accrued expenses	$ 3,040,937	$ 3,456,447
Accrued payroll and amounts withheld	2,880,091	2,635,352
Estimated third-party payor settlements (note 3)	6,500,651	4,612,944
Current portion of long-term debt and capital lease obligations	900,505	1,050,994
Total current liabilities	13,322,184	11,755,737
Long-term debt and capital lease obligations, less current portion (note 8)	27,405,034	27,852,975
Interest rate swap agreements (notes 8 and 16)	4,515,166	4,097,901
Total liabilities	45,242,384	43,706,613
Commitments and contingencies (note 12)		
Net assets:		
Unrestricted net assets	38,489,800	37,498,743
Temporarily restricted net assets (note 9)	1,236,210	1,357,888
Permanently restricted net assets (note 9)	7,355,300	6,956,317
Total net assets	47,081,310	45,812,948
Total liabilities and net assets	$92,323,694	$89,519,561

See accompanying notes.

THE MONADNOCK COMMUNITY HOSPITAL

STATEMENTS OF OPERATIONS

Years Ended September 30, 2012 and 2011

	2012	2011
Unrestricted revenue and other support:		
Net patient service revenue, net of contractual allowances and discounts (notes 3 and 10)	$73,652,417	$71,948,625
Provision for bad debts	(4,271,860)	(3,742,600)
Net patient service revenue, less provision for bad debts	69,380,557	68,206,025
Other revenue	2,277,156	2,230,228
Net assets released from restrictions for operations	31,802	105,541
Total unrestricted revenue and other support	71,689,515	70,541,794
Expenses (note 14):		
Salaries and benefits (note 11)	39,313,331	37,586,517
Supplies and other	23,824,189	22,667,561
Insurance	575,556	463,853
Depreciation and amortization (note 7)	5,138,419	4,866,535
Interest (note 8)	1,337,157	1,006,716
New Hampshire Medicaid enhancement tax (note 3)	4,390,173	3,168,993
Total expenses	74,578,825	69,760,175
(Loss) income from operations	(2,889,310)	781,619
Nonoperating gains (losses):		
Investment income (note 6)	1,203,642	932,850
Unrestricted contributions, net of fundraising expenses	(191,326)	479,963
Other expense (note 8)	(27,231)	(280,868)
Nonoperating gains, net	985,085	1,131,945
(Deficiency) excess of revenues, support and nonoperating gains over expenses	(1,904,225)	1,913,564
Net unrealized gains on investments (note 6)	2,186,413	28,563
Decrease in fair value of interest rate swap agreements, qualifying as hedges (note 8)	(417,265)	(721,567)
Net assets released from restrictions used to purchase property and equipment	1,126,134	2,589,765
Increase in unrestricted net assets	$ 991,057	$ 3,810,325

See accompanying notes.

THE MONADNOCK COMMUNITY HOSPITAL

STATEMENTS OF CHANGES IN NET ASSETS

Years Ended September 30, 2012 and 2011

	2012	2011
Unrestricted net assets:		
(Deficiency) excess of revenues, support and nonoperating gains over expenses	$(1,904,225)	$ 1,913,564
Net unrealized gains on investments (note 6)	2,186,413	28,563
Decrease in fair value of interest rate swap agreements (note 8)	(417,265)	(721,567)
Net assets released from restrictions used to purchase property and equipment	1,126,134	2,589,765
Increase in unrestricted net assets	991,057	3,810,325
Temporarily restricted net assets:		
Contributions (note 5)	486,841	884,424
Net investment income (note 6)	40,935	42,184
Net realized gains on investments (note 6)	242,447	–
Net unrealized gains on investments (note 6)	266,035	–
Net assets released from restrictions for operations (note 9)	(31,802)	(105,541)
Net assets released from restrictions used to purchase property and equipment	(1,126,134)	(2,589,765)
Decrease in temporarily restricted net assets	(121,678)	(1,768,698)
Permanently restricted net assets:		
Contributions	–	77
Net unrealized gains on perpetual trusts (note 6)	398,983	51,575
Increase in permanently restricted net assets	398,983	51,652
Increase in net assets	1,268,362	2,093,279
Net assets, beginning of year	45,812,948	43,719,669
Net assets, end of year	$47,081,310	$45,812,948

See accompanying notes.

THE MONADNOCK COMMUNITY HOSPITAL

STATEMENTS OF CASH FLOWS

Years Ended September 30, 2012 and 2011

	2012	2011
Cash flows from operating activities:		
Increase in net assets	$ 1,268,362	$ 2,093,279
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	5,138,419	4,866,535
Loss on disposal of property and equipment	102,833	363,369
Realized and unrealized gains on investments, net	(3,906,026)	(596,817)
Interest rate swaps	417,265	721,567
Decrease in interest rate swap loan	(48,000)	(48,000)
Provision for bad debts	4,271,860	3,742,600
Restricted contributions and investment income	(527,776)	(926,685)
Changes in operating assets and liabilities:		
Accounts receivable	(4,572,431)	(4,137,428)
Inventories	77,322	(123,525)
Prepaid expenses	31,427	(44,481)
Notes and other receivables	531,377	(802,349)
Other assets	(158,957)	(13,014)
Accounts payable and accrued expenses	(415,510)	(2,065,445)
Accrued payroll and amounts withheld	244,739	(38,940)
Due to/from third-party payors	1,887,707	1,650,895
Net cash provided by operating activities	4,342,611	4,641,561
Cash flows from investing activities:		
Purchases of property and equipment	(3,653,369)	(8,511,606)
Proceeds from sale of property and equipment	251,191	–
Proceeds on sale of investments	2,380,881	6,338,918
Purchases of investments	(561,746)	(2,574,795)
Net cash used by investing activities	(1,583,043)	(4,747,483)
Cash flows from financing activities:		
Principal payments on long-term debt and capital lease obligations	(1,089,182)	(1,131,197)
Restricted contributions and investment income	840,075	1,425,600
Net cash (used) provided by financing activities	(249,107)	294,403
Net increase in cash and cash equivalents	2,510,461	188,481
Cash and cash equivalents at beginning of year	9,925,812	9,737,331
Cash and cash equivalents at end of year	$ 12,436,273	$ 9,925,812
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	$ 1,337,157	$ 1,006,716

Supplemental disclosure of noncash investing and financing activities:
In 2012, the Hospital entered into a capital lease obligation in the amount of $538,752. This item is not included in the above statement of cash flows for 2012.

See accompanying notes.

Monadnock
COMMUNITY HOSPITAL

Our Mission

We are committed to improving the health and well-being of our community.

Our Vision

We create exceptional experiences that engage and inspire our community to achieve the highest level of health and well-being.

Our Values

Performance ~ Respect ~ Integrity ~ Service ~ Compassionate Care ~ Collaboration ~ Creativity

Monadnock
COMMUNITY HOSPITAL

Monadnock Community Hospital -Board of Trustees a/o January 29, 2013
Elected Members

Name/Business	Voting/Terms
Cynthia "Cyndy" Burgess	Voting Privileges: Full Office: **Immediate Past Chair** Term Expires: December, 2013 3rd year of 2nd term Elected: Jan. 2008 , Jan. 2011
Robert J. Condon, Jr. Community College System of NH	Voting Privileges: Full Final Term Exp.: Decernber, 2013 Currently: 3rd year of 3rd term Elected: Jan. 2005, Jan. 2008, Jan 2011
Barbara R. Duckett, CEO Home Healthcare, Hospice & Community Services	Voting Privileges: Full Term expires: Dec. 2013 Currently: 3rd year of 1st term Elected: January, 2011
Robert L. Edwards, VP Conn. River Bank, NA	Voting Privileges: Full Office: **Chair** 2nd yr. of 2 Term Expires: Dec. 2013 Currently: 3rd year of 2nd term Elected: May, 2008, Jan. 2011
Peter L. Forssell, MD	Voting Privileges: Full Term expires: December, 2015 1st year of 1st term Elected: Nov. 2012-R.Eichert's vacant seat which expired. 12/2012; Elected own 1st term: January, 2013
David A. Hedstrom, D.D.S Hedstrom, Jane & Hedstrom, PA	Voting Privileges: Full Term expires: December, 2014 Currently: 2nd year of 3rd term Elected: Jan. '06, Jan. '09, Jan.'12
Norman H. Makechnie, Esquire I Blodgett, Makechnie & Lawrence, PLLC	Voting Privileges: Full Office: **Secretary** Term expires: December, 2015 Currently: 1st year of 2nd term Elected: Jan. 2010, and Jan. 2013
Carole Monroe Executive Director New Hampshire FastRoads	Voting Privileges: Full Office: **Vice Chair** Term Expires: Decernber, 2014 Currently: 2nd year of 3rd Term Elected: Jan. '06, Jan.'09, Jan.'12
Marcia Ober	Voting Privileges: Full Term expires: December 2015 Elected Nov. 2012 – M. Harper's vacant seat which expired 12/2012 Elected own 1st term : January, 2013

Steven H. Reynolds	Voting Privileges: Full Office: **Treasurer** Term Expires: December, 2015 Currently: 1st year of 3rd term Elected: November, 2006 for 2007, Jan. 2010 and Jan. 2013
Jamie Trowbridge Yankee Publishing, Inc.	Voting Privileges: Full Term expires: December, 2014 Term Expires: Dec. 2014 Currently: 2nd year of 1st term

Ex-officio Members

Name/Business	Voting/Terms
Diane Cherwin	Voting Privileges: Full Ex-Officio Rep. - Volunteers Term Expires: December, 2014 1st year of 2- year term Elected for January 2013
Peter L. Gosline, CEO MCH	Voting Privileges: Full Ex-officio Term Expires: N/A Current Year: N/A
James D. Potter, M.D. Jaffrey Family Medicine	Voting Privileges: Full Ex-Officio: President-Medical Staff Term expires: September 30, 2013* Elected: October, 2011
Gregory Kriebel MD Monadnock Regional Pediatrics	Voting Privileges: Full Ex-Officio (Med. Staff Rep) Elected: October, 2012 for Jan. 2013 Term expires: December, 2015 1st year of 1st 3-year term
Fletcher R. Wilson, M.D. Monadnock OB/GYN	Voting Privileges: Full Ex-Officio (Med. Staff Rep.) Elected: October, 2011 Term Expires: Sept. 30, 2014* Current year: 2nd yr. of 1st 3-year term *Note: The Medical Staff changed their terms in 2011 to FY but in 2012, they went back to calendar year, to coincide with the BOT terms. Thus the Ex-Officio terms of Drs. Potter and Wilson are currently not in sync with the Board of Trustees.

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: The Monadnock Community Hospital

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

BUDGET PERIOD:	SFY 2014	July 1, 2013 - June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Peter Gosline, CEO	$278,972	0.00%	$0.00
Richard Scheinblum, CFO	$162,152	0.00%	$0.00
Maria Rosario, Director of Social Services	$82,451	0.00%	$0.00
Louise Danforth, Program Coordinator, Monadnock Healthy Teeth to Toes	$51,000	2.00%	$1,020.00
Pamela Delahanty, RDH	$53,723	38.00%	$20,414.74
	$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			$21,434.74

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
Peter Gosline, CEO	$287,341	0.00%	$0.00
Richard Scheinblum, CFO	$167,017	0.00%	$0.00
Maria Rosarion, Director of Social Services	$84,925	0.00%	$0.00
Louise H. Danforth, Program Coordinator	$52,530	2.00%	$1,050.60
Pamela Delahanty, RDH	$55,335	41.00%	$22,687.35
	$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			$23,737.95

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.

Peter L. Gosline, President/Chief Executive Officer - The Monadnock Community Hospital, 1998 – Present
Mr. Gosline joined The Monadnock Community Hospital in March 1998. He has over 30 years of experience working as both employee and consultant in a variety of healthcare settings, including a regional hospital association, four community hospitals, a psychiatric hospital, and a network of three hospitals. Mr. Gosline received his Bachelor Degree from Tufts University, a Masters Degree in Community Health from the University of Rochester, and an M.B.A. from Cornell University. He and his wife, Connie, have four grown children and reside in Peterborough, N.H.

Prior Professional Record

Putnam Hospital Center, Carmel, New York **1983-1998**
Senior Vice President, Strategic Services **1996-1998**
Newly-created position with charter to develop a full continuum of services in acute care and other related fields of sub-acute, long-term, mental health, ambulatory and home care. Directed integration of services inside and outside the hospital. Concurrently served as Administrator of 61-bed Psychiatric hospital.

Chief Operating Officer **1983-1995**
Managed day-to-day operations of the entire hospital, including all operating departments with $55 million budget and staff of 600 FTE's through 7 direct reports. Directed hospital planning, medical staff liaison, recruitment, and regulatory compliance activities. Provided primary staff support to Board of Directors' Planning, and Building and Equipment Committees. Administered management contract leading to acquisition of private, freestanding psychiatric hospital. Responsible for Hospital-wide regulatory compliance efforts.

Associate Administrator **1983-1990**
Managed twelve departments, through ten direct reports, including clinical, ancillary and support areas.

Arden Hill Hospital, Goshen, New York **1980-1983**
Assistant Executive Director
Managed 8 departments, including Quality Assurance, Utilization Review, Medical Records, Mental Health, Social Services, Dietary, Admissions and Communications. Directed hospital-wide planning, special projects and regulatory compliance activities. Promoted in 1981 from position of Administrator of Mental Health Services.

Northern Met Hospital Association, Newburgh, New York **1977-1980**
Assistant Director
Joined in 1977 as Staff Associate; promoted in 1979 to Assistant Director. Coordinated activities of a 38-member regional hospital association.

Education

1977 **MBA-HHSA** Business and Hospital Administration, Cornell University, Ithaca, NY
1975 **MS** Community Health, University of Rochester School of Medicine and Dentistry, Rochester, New York
1973 **BA** Chemistry/Psychology, Tufts University, Medford, Massachusetts
1980 Healthcare Executive Development Program, Cornell University, Ithaca, NY

Professional and Community Activities

- ACHE – Fellow, (1991-present) past member- Regent's Advisory Council
- Hudson Valley Health Systems Agency, Board of Directors, 1985 –1996, President, 1986 –87.
- Northern Metropolitan Hospital Association, Chief Operating Officers' Committee 1990-1995;
- Church Vestry member, 1987-1990 and School Teacher, 1992-97
- Member and Past President, Peterborough Chamber of Commerce, 1999-2002
- Boards of Directors, Foundation for Healthy Communities, New Hampshire Hospital Association
- Peterborough Chamber of Commerce Business Leader of the Year, 2005
- AHA Grassroots Champion, 2006, AHA Regional Advisory Board, 2005-2008
- Board of Directors, Home HealthCare Hospice and Community Services, 2009
- Board of Directors, Northeast Health Care Quality Foundation, 2009

Richard D. Scheinblum
Chief Financial Officer
Monadnock Community Hospital
Peterborough, NH 03458
(603) 924-1738
richard.scheinblum@mchmail.org

SUMMARY

Resourceful healthcare professional with excellent analytical, technological, and managerial competencies. Demonstrated expertise in:

- Expense and Revenue Management
- Operational and Strategic Planning
- Project Management
- Systems Development and Computing
- Workflow Analysis and Design
- Healthcare Financing and Contracting

PROFESSIONAL EXPERIENCE

MONADNOCK COMMUNITY HOSPITAL, Peterborough, NH — Dec 2000 - present

Vice President, Finance and Chief Financial Officer: January 2007 - present

Reports to the President and Chief Executive Officer. Provides counsel to the President/CEO and to the Board of Directors on all financial matters related to the hospital, healthcare, and the economy. Monadnock Community Hospital's is one of the largest Critical Access Hospital's in the country with an operating budget of approximately $65 million.

- Responsible for Finance, Patient Accounts, Physician Billing, Information Technology, Health Information Services, Managed Care, and Materiel's Management.
- Scope is 7 Direct Reports and 81 full-time equivalents.
- Member, Finance and Executive Committee of the Board, Investment Committee, Audit Committee, Patient Safety Committee, Operating Room Committee (Ad-hoc), Quality Counsel, Compliance Committee, and Information Technology Committee.

Director of Perioperative Services: July 2005 – January 2007

Reported to the Vice President of Patient Care. Accountable for the operations, programs, and activities of Day Surgery, PACU, Endoscopy, Central Sterile, and the Operating Room including human resources, environmental services, facilities, quality management, budget, information technology, supply procurement, and regulatory issues. Ensure effective and efficient use of resources while maintaining patient care standards. Consult with nurse managers on nursing procedure and vision. Provide on-going conflict resolution. Maintain hospital and surgeon relationships.

- Supervises a department of 36 employees.
- Member, Patient Safety Committee, Operating Room Committee, Department of Surgery.

Controller: December 2000 – July 2005

Reported to Chief Financial Officer. Responsible for directing and supervising the functions and activities of financial reporting, management reporting, accounts payable, budget, general ledger including $50 million annual operating budget, risk/liability insurance program, pricing, contracting, reimbursement, cost development, and assists with financial and clinical information systems development.

- Supervises a department of 6 employees.
- Member of Finance Committee and Investment Committee of the Board of Directors.

CROTCHED MOUNTAIN FOUNDATION, Greenfield, NH — Feb 1999 – Dec 2000

Director, Reimbursement and Fiscal Analysis July 2000 – December 2000

Reported to Chief Financial Officer. Managed the overall revenue generating process including overseeing $26 million in annual billing cycle, supervising the Patient Accounts Department, risk/liability insurance program, pricing, contracting, reimbursement, cost development, and assists with financial and clinical information systems development.

- Successfully negotiated rates with the New Hampshire Department of Education resulting in a $1 million net revenue increase when applied to budget volumes.
- Facilitated property and casualty insurance RFP resulting in an additional $55 k in savings over FY2000 costs.
- Devised and implemented a standard outpatient billing process based on Medicare Guidelines.

Maria Jean Rosario, MSW
Director, Social Services
Monadnock Community Hospital
Peterborough, NH 03458
(603) 924-4699 Extension 1142
maria.rosario@mchmail.org

Summary of Professional Qualifications

- Experienced Director with clinical expertise and business success for 15 years
- Detailed understanding of healthcare operations and delivery system
- Ability to provide quality care within budget
- Current knowledge of healthcare reimbursement systems
- Knowledge of State and Federal regulations
- Excellent communication and mentoring skills

Professional Experience

Director of Behavioral Health and Social Services
Monadnock Community Hospital
1994 – Present

- Administrator:
  - Outpatient Mental Health Practice
  - Social Service Department
  - Charity Care Department
  - Mental Health Crisis Team
  - Outpatient Pain Management Clinic
  - Monadnock Healthy Teeth to Toes
  - Rindge Family Practice

- Responsible for multiple department budgets
- Member of several key hospital committees:
  - Quality Council
  - Performance Improvement
  - Patient Safety
  - Resource Management
  - Corporate Compliance
  - HIPAA
  - Chronic Disease Management
  - Fall Prevention
  - Ethics Advisory

- Chair of the hospital Ethics Advisory Committee for the past 10 years
- State and Federal regulations compliance through establishment of clear process and associated policies
- Development and provision of hospital wide education in HIPAA, Advance Directives and Patient Rights
- Network with community agencies assuring appropriate availability of resources to our patients and families
- Director of an Inpatient Mental Health Unit
- Developed a hospital Case Management process

Maria J. Rosario, MSW

Social Worker
Catholic Medical Center
1993-1994

- Assessed and developed a treatment plan for patients
- Participated in multidisciplinary team
- Collaborated with community and state agencies
- Patient Advocate

Director of Admissions
Crestwood Healthcare
1991-1993

- Worked with patient and families on admission to long term care facility
- Collaborated with referring organizations
- Assessed patients psychosocial needs, incorporated into patient treatment plan

Director of Social Services
Bishop Boardman-Catholic Charities Organization
Brooklyn, New York
1985-1986

- Worked with patient and families on admission to long term care facility
- Arranged all necessary appointments for patients
- Met with patients and families to discuss and process changes that were occurring
- Worked with community organizations to bring awareness to elderly population

Education

- Molloy College, Rochville Center, NY. BA, Social Work and Sociology
- Fordham University, New York City, NY MSW, Social Work
- Southern New Hampshire University Anticipated Graduation - May 2015

Achievements

- Development and oversight of the Ethics Advisory Committee for the past ten years
- Program development and education for hospital staff on HIPAA and Patient Righ
- Executive Coaching – team member who worked on organization of cultural app
- debriefing of DISC assessments with staff
- Community based education on Advance Directives and Medicare Medication
- Created hospital Financial Assistance Program and Medication Bridge Prograr
- Development of hospital wide clergy support
- Work with departments on Patient Rights, Consents, and HIPAA compliar
- Initiated awareness throughout hospital of others in need by organizing fo
- community shelters, and gift collections during holiday times
- Expansion of the hospital's Medication Bridge Program to incorporate
- Creation of outpatient Pain Management Program

Louise H. Danforth
Program Coordinator, Social Services
Monadnock Healthy Teeth to Toes
Monadnock Community Hospital
Peterborough, NH 03458
(603) 924-4699 Extension 1108
louise.danforth@mchmail.org

Monadnock Healthy Teeth to Toes, Program Coordinator 2008 – Present
Monadnock Community Hospital, Peterborough, NH

- Oversee public health initiative for children in Monadnock Region
- Key focus on dental hygiene, nutrition, childhood obesity
- Engage 14 elementary schools, 4 preschools, 2 Head Start Programs
- Assist with Childrens Medicaid applications, dental services and referrals
- Knowledge of health care system imperative for successful operations
- Significant grant writing, public relations, and community relations skills

Social Services Department, Program Coordinator 2010 – Present
Monadnock Community Hospital, Peterborough, NH

- Coordinate with Financial Assistance Program and Medication Bridge Program
- Public and community relations liaison for Social Services programs
- Research grant opportunities for various projects
- Administrative support for Pain Care Program

Communications Consultant, Francestown, NH 2000 – 2008

- Freelance writer, editor and grant writer for multiple clients
- Transformed diverse language and information into relative messaging
- Successful track record securing grant funding for numerous projects

Monadnock Community Early Learning Center, Executive Director 2003 - 2007
Peterborough, NH

- Hired to take immediate action for community organization in fiscal crisis
- Direct rapport with 15-member Board of Directors to reverse negative public perceptions, initiate physical plant improvements, raise employment standards, fundraise, increase enrollment
- Managed 25 employees

LASIK Laser Vision Program , Program Manager 1999 - 2003
Monadnock Eye Associates, Peterborough, NH

- Implemented LASIK program
- Doubled patient volume after one year
- Coordinated all public relations and aspects of patient care
- Reviewed financials; scheduled, prepared and attended surgery; synchronized appointments, prescriptions, paperwork
- Extensive travel and training

Public Affairs Department, Coordinator 1997 - 1999
Monadnock Community Hospital, Peterborough, NH

- Organized all logistics for multiple public relations events
- Managed production of direct mail appeals
- Researched and produced majority of hospital publications
- Coordinated gift processing, donor recognition, database management

Harvard Institute for International Development, Executive Assistant 1993 - 1997
Harvard University, Cambridge, MA

- Directed administrative logistics for international development team
- Coordinated large-scale international proposals and consultant recruitment
- Organized extensive travel arrangements
- Maintained consultant and reference database with 10,000+ entries

Development and Publications Associate 1986 - 1991
Massachusetts General Hospital, Boston, MA

- Development Team surpassed $169 million capital campaign goal
- Co-wrote persuasive proposal that elicited $1 million dollar donation
- Enhanced development efforts through coordination of publications and events

PAMELA DELAHANTY, RDH
The Monadnock Community Hospital
452 Old Street Road
Peterborough, NH 03458
pamela.delahanty@mchmail.org

Experience 2003 – present

The Monadnock Community Hospital, Peterborough NH
Monadnock Healthy Teeth to Toes Program,
Registered Dental Hygienist and program coordinator in a school based program serving 14 schools; preschool – third grade
2003 - Present

Bedford Dental Care, Bedford NH
Registered Dental Hygienist
Developed and managed the "Fresh Breath Center"
1991 – 2003

Robert Miner DMD, Hancock NH
Registered Dental Hygienist
1987 – 1991

John Kenison DMD, Milford, NH
Registered Dental Hygienist
1985 -1987

Thomas Borbotsina DDS, Manchester NH
Registered Dental Hygienist
1983 – 1985

Town of Laconia, Laconia, NH
Public Health Dental Hygienist
Managed program serving Elementary schools in district
1982 – 1983

R. Thomas Finn DDS, Laconia NH
Registered Dental Hygienist

Education

1980 – 1982 Westbrook College, Portland ME
Associates Degree in Dental Hygiene
1978 – 1979 N.H.T.I. Concord NH
Certificate in Dental Assisting

Associations

NHDHA Treasurer; ADHA; Recipient of Red Cross Lifesaving Award of Merit. Additionally, 1998 – 2003 provided content and was a presenter and speaker at Yankee Dental Congress, Boston MA and Texas Dental Conference, San Antonio TX.
National Delegate 2011, 2012
Southwestern Community Services Health Advisory Council

Budget Form

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

Bidder/Program Name: Monadnock Community Hospital

Budget Request for: School-Based Oral Health agreement
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method Indirect/Fixed C
1. Total Salary/Wages	$ 22,808.00	$ -	$ 22,808.00	
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	**$ 22,808.00**	**$ -**	**$ 22,808.00**	
Indirect As A Percent of Direct		0.0%		

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available) $ 22,808.00

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

Budget Form

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

Bidder/Program Name: Monadnock Community Hospital

Budget Request for: School-Based Oral Health agreement
(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method Indirect/Fixed C
1. Total Salary/Wages	$ 25,088.00	$ -	$ 25,088.00	
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	**$ 25,088.00**	**$ -**	**$ 25,088.00**	
Indirect As A Percent of Direct		0.0%		

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available) $ 25,088.00

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

FORM NUMBER P-37 (version 1/09)

Subject: School-based oral health services for underserved students in Sullivan County, NH

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		**1.2 State Agency Address** 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Sullivan County Oral Health Collaborative, Inc.		**1.4 Contractor Address** 1 Tremont Street Claremont, NH 03743	
1.5 Contractor Phone Number 603-287-1300	**1.6 Account Number** 05-95-90-902010-4727-102-500731 -	**1.7 Completion Date** June 30, 2014	**1.8 Price Limitation** $47,896.00
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 Susan Schroeter		**1.12 Name and Title of Contractor Signatory** Susan Schroeter, Managing Director	

1.13 Acknowledgement: State of NH County of Sullivan

On 6/14/13, before the undersigned officer, personally appeared the person identified in block 1.11, known 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] Ann Dewey

ANN DEWEY
MY COMMISSION EXPIRES OCT. 3, 2017
NOTARY PUBLIC
NEW HAMPSHIRE

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

Ann Dewey

1.14 State Agency Signature Brian S. Dupee	**1.15 Name and Title of State Agency Signatory** Brian S. Dupee ~~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: 25 Jun. 2013
1.18 Approval by the Governor and Executive Council By:	On:

6/14/13

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.

Contractor Initials: _____
Date: 6/14/13

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: AA
Date: 6/19/13

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials: _____
Date: 6/14/13

NH Department of Health and Human Services

Exhibit A

Scope of Services

School-Based Oral Health Services

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

CONTRACTOR NAME: **Sullivan County Oral Health Collaborative, Inc.**

ADDRESS: **1 Tremont Street, Claremont, NH 03743**

Business Manager: **Susan Schroeter**
TELEPHONE: **(603) 287-1300**

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

I. General Provisions:

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

A. Numbers Served

Oral assessment services are to be provided to a minimum of 1,000 students throughout each year of the contract term.

B. Eligibility and Income Determination

1. Low-income children and families are defined as ≤ 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year), in the State of New Hampshire.

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

C. The contractor shall use one of the following models:

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

D. Oral health services for the targeted population(s) shall include:

1. risk assessment;
2. oral health education;
3. oral screening;
4. early diagnosis of oral diseases;
5. preventive care focused on age appropriate dental sealants and fluoride application;
6. and care coordination that links children to restorative treatment and disease management in a "dental home."

Contractor Initials: SS
Date: 6/14/13

E. Relevant Policies and Guidelines

The school-based oral health program shall:

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

F. Culturally and Linguistically Appropriate Standards of Care

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

1. Assess the ethnic/cultural needs, resources and assets of their community.

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.

4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.

5. **The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).**

G. State and Federal Laws

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

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.

Contractor Initials: AA
Date: 6/14/13

2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.

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

H. Publications Funded Under Contract

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

2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.

3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).

I. Subcontractors

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

I. Minimal Scope of Core Services

A. Service Requirements

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

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

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

Contractor Initials: AS
Date: 6/14/13

B. Staffing Provisions

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

Staffing Changes

1. New Hires
   The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.

2. Vacancies
   The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

C. Coordination of Services

1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.

2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

D. Meetings and Trainings

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

II. Quality or Performance Improvement (QI/PI)

A. Work Plans

1. Performance Work Plans are required annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The work Plans are a key component of the Oral Health Program performance- based contracting system and of this contract.

2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health Work Plan Progress/Outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.

Contractor Initials: AS
Date: 6/14/13

3. The Contractor shall submit a performance-based work plan with this application for funding and by July 15th of the contract year.

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

B. Data and Reporting Requirements

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

1. Work Plans and Work Plan Outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.

2. A Year End Report Form shall be completed annually to describe the reach of the school-based program beyond the second and third grade population targeted for dental sealants.

3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

4. A copy of the Sliding Fee Scale provided to participating students' families shall be submitted on request to the DPHS Oral Health Program. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.

5. An summary of feedback from teachers, school nurses, administrators and families obtained during the prior contract year and of the method by which the results were obtained shall be submitted on request to the DPHS Oral Health Program to accompany the annual work plan.

C. On-Site Reviews

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

2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.

3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency Performance Work Plan.

Contractor Initials: AA
Date: 6/14/13

D. Performance Measures

School-Based Oral Health Performance Measures

Second and third grade students represent a group of children whose oral health status can be compared across New Hampshire programs, with children in other states and in the National Oral Health Surveillance System.

- A minimum of 80% of 2nd & 3rd grade students that return consent forms
- A minimum of 250 2nd & 3rd grade students screened in school
- Percent of all 2nd & 3rd grade students screened to assess oral health needs
- Percent of all 2nd & 3rd grade students screened with at least one sealant on a permanent molar
- 100% of all 2nd and 3rd graders screened with untreated decay who are referred for treatment
- Percent of all 2nd & 3rd grade students screened with a history of decay

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Contractor Initials: [signature]
Date: 6/14/13

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

School-Based Oral Health Services

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

CONTRACTOR NAME: **Sullivan County Oral Health Collaborative, Inc.**

ADDRESS: **1 Tremont Street, Claremont, NH 03743**

Business Manager: **Susan Schroeter**
TELEPHONE: **(603) 287-1300**

Vendor #208150-B002 Job #90072003 Appropriation #05-95-90-902010-4527-102-500731

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

   $47,896 for oral health initiatives, funded from 44.7 % Federal funds from the Centers for Disease Control and Prevention (CDC) (CFDA #93.991 and 55.3% from General funds.

TOTAL: $47,896

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.

4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.

5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.

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

Contractor Initials: AA
Date: 6/14/13

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: AA

Date: 6/14/13

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

Contractor Initials: AB
Date: 6/14/13

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

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

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

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

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

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

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

Contractor Initials: SS

Date: 6/14/13

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: _____
Date: 6/14/13

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: [illegible]

Date: 6/14/13

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: AS

Date: 6/14/13

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: AS
Date: 6/14/13

(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.

Sullivan County Oral Health Collaborative, Inc. **From:** July 1, 2013 or date of Approval, whichever is later **To:** June 30, 2015

Contractor Name **Period Covered by this Certification**

Susan Schroeter, Managing Director

Name and Title of Authorized Contractor Representative

Susan Schroeter 6/14/13

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.

Susan Schaetzle — **Managing Director**

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

Sullivan County Oral Health Collaborative, Inc. — 6/14/13

Contractor Name — **Date**

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: AL

Date: 6/14/13

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 I 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.

Susan Schneider — Managing Director

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

Sullivan County Oral Health Collaborative, Inc. — 6/14/13

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.

Susan Schaetzle — Managing Director

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

Sullivan County Oral Health Collaborative, Inc. — 6/14/13

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.

Susan Schiotis	Managing Director
Contractor Signature	Contractor's Representative Title
Sullivan County Oral Health Collaborative, Inc.	6/14/13
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: SS
Date: 6/14/13

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: AS
Date: 6/14/13

(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: SS

Date: 6/14/13

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: AS
Date: 6/14/13

(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: AS
Date: 6/14/13

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

DIVISION OF PUBLIC HEALTH SERVICES	Sullivan County Oral Health Collaborative, Inc.
The State Agency Name	Name of Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Brook S. Dupee	
~~LISA L. BUJNO, MSN, APRN~~	Susan Schroeter
Name of Authorized Representative	Name of Authorized Representative
BUREAU CHIEF	MANAGING DIRECTOR
Title of Authorized Representative	Title of Authorized Representative
6/26/13	6/14/13
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.

Susan Schroeter
(Contractor Representative Signature)

Susan Schroeter, Managing Director
(Authorized Contractor Representative Name & Title)

Sullivan County Oral Health Collaborative, Inc.
(Contractor Name)

(Date) 6/14/13

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: 845244404

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: AA

Date: 6/14/13

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 Sullivan County Oral Health Collaborative, Inc. is a New Hampshire nonprofit corporation formed November 8, 2006. 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 25th day of March A.D. 2013

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Kelly Murphy, of the Sullivan County Oral Health Collaborative, Inc, do hereby certify that:

1. I am the duly elected Secretary of the Sullivan County Oral Health Collaborative, Inc;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Sullivan County Oral Health Collaborative, Inc, duly held on September 13, 2012;

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

   RESOLVED: That the Managing 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. Susan Schroeter is the duly elected Managing Director of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of June 20, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Sullivan County Oral Health Collaborative, Inc this 20th day of June, 2013.

Kelly J Murphy

Kelly Murphy, Secretary

STATE OF NH

COUNTY OF Sullivan

The foregoing instrument was acknowledged before me this 20th day of June by .

Donna M. Pitkin

Notary Public/Justice of the Peace

My Commission Expires: 9/2/2013

DONNA M. PITKIN
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES SEPTEMBER 2, 2013

CERTIFICATE OF LIABILITY INSURANCE

MRF U0BB

DATE (MM/DD/YYYY) 06-10-2013

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
AFFINITY INSURANCE SVCS INC/PHS
427229 P:(866)467-8730 F:(800)308-5459
301 WOODS PARK DRIVE
CLINTON NY 13323

CONTACT NAME:
PHONE (A/C, No, Ext): (866)467-8730 FAX (A/C, No): (800)308-5459
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Ins Co LTD	
INSURER B : Hartford Accident & Indemnity Co	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SULLIVAN COUNTY ORAL HEALTH
COLLABORATIVE, INC.
1 TREMONT ST
CLAREMONT NH 03743

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 [X] OCCUR [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC	[ ]	[ ]	39 SBW VJ3908	06/01/2013	06/01/2014	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 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	[ ]	[ ]	39 SBW VJ3908	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
	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	[ ]	39 WBG BR4287	06/01/2013	06/01/2014	[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
		[ ]	[ ]					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER

State of NH, DHHS
129 PLEASANT ST FL 4
CONCORD, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Sullivan County Oral Health Collaborative, Inc.
1 Tremont St
Claremont, NH 03743

June 14, 2013

To Whom It May Concern:

The Sullivan County oral Health Collaborative, Inc. has not had a financial audit completed since our fiscal year 2009.

This summer we intend to have a financial audit completed and will forward you the completed audit when it is completed.

Sincerely,

Susan Schroeter

Susan Schroeter
Sullivan County Oral Health Collaborative, Inc.
Managing Director

Sullivan County Oral Health Collaborative
Balance Sheet
As of December 31, 2012

Sullivan County Oral Health Collaborative - Balance Sheet	Dec 31, 12
ASSETS	
Current Assets	
Checking/Savings	
1025 · SCDI Operating	3,366.43
1020 · Deposits and Prepayment Savings	7,183.03
1000 · Operating Checking Account	12,487.25
1050 · Cash Drawer	100.00
Total Checking/Savings	23,136.71
Accounts Receivable	
1150 · Pledges Receivable	499.50
Total Accounts Receivable	499.50
Other Current Assets	
1200 · Dental System -- Accounts Rec	174,164.57
Total Other Current Assets	174,164.57
Total Current Assets	197,800.78
Fixed Assets	
1500 · Capital Assets	
1530 · Lease Hold Improvements	388,308.55
1520 · Medical Equipment	155,621.75
1510 · Furniture and Equipment	8,569.94
1540 · Software	8,535.00
1590 · Accumulated Depreciation	-20,312.45
Total 1500 · Capital Assets	540,722.79
Total Fixed Assets	540,722.79
TOTAL ASSETS	**738,523.57**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	18,575.73
Total Accounts Payable	18,575.73
Other Current Liabilities	
2600 · Patient Services Prepayments	-325.00
2500 · Lake Sunapee - LOC	69,959.91
Total Other Current Liabilities	69,634.91
Total Current Liabilities	88,210.64

Sullivan County Oral Health Collaborative
Balance Sheet
As of December 31, 2012

Sullivan County Oral Health Collaborative - Balance Sheet	Dec 31, 12
Total Liabilities	88,210.64
Equity	
3000 · Unrestricted Net Assets	113,339.40
3010 · Invested In Plant	540,722.79
3100 · Temp. Restricted Net Assets	90,000.00
3998 · Retained Earnings	-133,669.04
Net Income	39,919.78
Total Equity	650,312.93
TOTAL LIABILITIES & EQUITY	**738,523.57**

Sullivan County Oral Health Collaborative
Profit & Loss
July through December 2012

Sullivan County Oral Health Collaborative - Profit & Loss	Jul - Dec 12
Ordinary Income/Expense	
Income	
4000 · Services Income	
4100 · Fee for Service Income	491,400.50
4150 · Other Medical Income	9.00
4200 · Discounts & Allowances	
4205 · Sliding Fee Discount	-6,355.75
4210 · Contractual Discounts -Medicaid	-132,403.50
4215 · Contractual Discounts - Other	-26,802.41
4220 · Credit Card Discount Fees	-465.44
Total 4200 · Discounts & Allowances	-166,027.10
4500 · Nonmedical Income	153.95
Total 4000 · Services Income	325,536.35
5000 · Fundraising Income	
5100 · Contributions	1,015.19
5200 · Private Grants	5,410.00
5300 · Government Grants	7,528.06
Total 5000 · Fundraising Income	13,953.25
Total Income	339,489.60
Gross Profit	339,489.60
Expense	
66900 · Reconciliation Discrepancies	-1,576.20
6000 · Compensation & Benefits	
2110 · Simple Plan Match	3,144.37
2105 · Simple Plan Withheld	2,082.88
6005 · Salaries and Wages	
6011 · IRA Employee - Simple Plan	2,688.82
6019 · Federal Withhoulding Tax	24,279.84
6017 · Employee FUTA	6,111.86
6012 · Employee MEDI	4,148.83
6018 · Net payroll	158,151.47
Total 6005 · Salaries and Wages	195,380.82
6010 · Payroll Taxes	
6016 · SUTA	-642.35
6014 · Employer MEDI	2,715.62
6013 · Employer FUTA	8,270.48
Total 6010 · Payroll Taxes	10,343.75
6015 · Employee Insurances	32,254.36

Sullivan County Oral Health Collaborative
Profit & Loss
July through December 2012

Sullivan County Oral Health Collaborative - Profit & Loss	Jul - Dec 12
6020 · Retirement Benefits - Simple PI	1,602.23
6030 · Worker's Compensation	3,414.04
6040 · Continuing Education	1,184.20
6050 · Contracted Dental Staff	3,300.00
Total 6000 · Compensation & Benefits	252,706.65
6100 · Dental Office Expenses	
6196 · Shipping & Handling	84.83
6195 · Dental Equipment Maintenance	1,984.96
6110 · Dental Materials	12,685.24
6120 · Laboratory Fees	7,446.44
6160 · Linen Service	482.81
6180 · Outside Lab Services	369.40
6100 · Dental Office Expenses - Other	1,203.02
Total 6100 · Dental Office Expenses	24,256.70
6200 · Management & General Expenses	
6210 · Bank Service Charges	81.48
6220 · Business Licenses and Permits	635.00
6230 · Dues and Subscriptions	3,008.87
6240 · Postage and Delivery	722.25
6250 · Office Supplies	512.92
6260 · Office Equipment Maintenance	725.00
6270 · Meals and Entertainment	25.88
6280 · Travel Expense	70.00
6295 · Bad Debt	355.50
Total 6200 · Management & General Expenses	6,136.90
6300 · Insurance Expense	
6310 · General Liability Insurance	178.82
6320 · Malpractice Insurance	1,506.53
6330 · Directors & Officers	1,100.00
6300 · Insurance Expense - Other	298.52
Total 6300 · Insurance Expense	3,083.87
6400 · Professional Fees	
6410 · Accounting	3,941.70
6415 · Payroll Service	658.85
6440 · Grant Writers	100.00
Total 6400 · Professional Fees	4,700.55
6500 · Communications Expense	
6510 · Telephone Expense	489.23
6520 · Internet Connection	539.63
6530 · Cell phones	85.30

Sullivan County Oral Health Collaborative
Profit & Loss
July through December 2012

Sullivan County Oral Health Collaborative - Profit & Loss	Jul - Dec 12
6560 · Cable TV	149.70
Total 6500 · Communications Expense	1,263.86
6600 · Advertising and Promotion	
6640 · Advertising Supplies	208.40
Total 6600 · Advertising and Promotion	208.40
6800 · Occupancy Expenses	
6850 · Trash Removal	184.00
6810 · Rent Expense	4,389.40
6820 · Utilities	2,659.98
6830 · Janitorial & Cleaning Expense	1,767.54
6840 · Repairs and Maintenance	360.00
Total 6800 · Occupancy Expenses	9,360.92
6890 · Interest Expense	1,231.42
Total Expense	301,373.07
Net Ordinary Income	38,116.53
Other Income/Expense	
Other Income	
7000 · Interest Income	5.25
Total Other Income	5.25
Other Expense	
9000 · Transfers (Expense)	-1,798.00
Total Other Expense	-1,798.00
Net Other Income	1,803.25
Net Income	**39,919.78**

Sullivan County Oral Health Collaborative
Statement of Financial Position
As of December 31, 2012

Sullivan County Oral Health Collaborative - Fund Balance

	Dec 31, 12	Dec 31, 11	$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1025 · SCDI Operating	3,366.43	0.00	3,366.43	100.0%
1020 · Deposits and Prepayment Savings	7,183.03	175.06	7,007.97	4,003.18%
1000 · Operating Checking Account	12,487.25	4,394.44	8,092.81	184.16%
1050 · Cash Drawer	100.00	170.75	-70.75	-41.44%
Total Checking/Savings	23,136.71	4,740.25	18,396.46	388.09%
Accounts Receivable				
1150 · Pledges Receivable	499.50	20,500.00	-20,000.50	-97.56%
Total Accounts Receivable	499.50	20,500.00	-20,000.50	-97.56%
Other Current Assets				
1200 · Dental System -- Accounts Rec	174,164.57	72,658.20	101,506.37	139.7%
Total Other Current Assets	174,164.57	72,658.20	101,506.37	139.7%
Total Current Assets	197,800.78	97,898.45	99,902.33	102.05%
Fixed Assets				
1500 · Capital Assets				
1530 · Lease Hold Improvements	388,308.55	388,308.55	0.00	0.0%
1520 · Medical Equipment	155,621.75	155,621.75	0.00	0.0%
1510 · Furniture and Equipment	8,569.94	8,569.94	0.00	0.0%
1540 · Software	8,535.00	8,535.00	0.00	0.0%
1590 · Accumulated Depreciation	-20,312.45	-20,312.45	0.00	0.0%
Total 1500 · Capital Assets	540,722.79	540,722.79	0.00	0.0%
Total Fixed Assets	540,722.79	540,722.79	0.00	0.0%
TOTAL ASSETS	**738,523.57**	**638,621.24**	**99,902.33**	**15.64%**
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2000 · Accounts Payable	18,575.73	8,516.36	10,059.37	118.12%
Total Accounts Payable	18,575.73	8,516.36	10,059.37	118.12%
Other Current Liabilities				
2600 · Patient Services Prepayments	-325.00	-325.00	0.00	0.0%
2300 · Due to Insurance Company	0.00	2,135.00	-2,135.00	-100.0%
2500 · Lake Sunapee - LOC	69,959.91	70,000.00	-40.09	-0.06%
Total Other Current Liabilities	69,634.91	71,810.00	-2,175.09	-3.03%

Sullivan County Oral Health Collaborative
Statement of Financial Position
As of December 31, 2012

Sullivan County Oral Health Collaborative - Fund Balance

	Dec 31, 12	Dec 31, 11	$ Change	% Change
Total Current Liabilities	88,210.64	80,326.36	7,884.28	9.82%
Total Liabilities	88,210.64	80,326.36	7,884.28	9.82%
Equity				
3000 · Unrestricted Net Assets	113,339.40	113,339.40	0.00	0.0%
3010 · Invested In Plant	540,722.79	540,722.79	0.00	0.0%
3100 · Temp. Restricted Net Assets	90,000.00	90,000.00	0.00	0.0%
3998 · Retained Earnings	-133,669.04	-158,458.91	24,789.87	15.64%
Net Income	39,919.78	-27,308.40	67,228.18	246.18%
Total Equity	650,312.93	558,294.88	92,018.05	16.48%
TOTAL LIABILITIES & EQUITY	**738,523.57**	**638,621.24**	**99,902.33**	**15.64%**

SULLIVAN COUNTY ORAL HEALTH COLLABORATIVE, INC.

MISSION STATEMENT

To enhance oral health through access to care for people in Sullivan County, specifically serving low to moderate-income individuals and families.

Sullivan County Oral Health Collaborative

Board of Directors

2012 - 2013

Susan Bryant – Chairman
New London Hospital
Sr. Director, Marketing & Community Relations

Susan Schroeter, M.Ed. – Managing Director
Unity Elementary School – Teacher
Claremont Kiwanis Club

Patrick O'Grady
Valley News – Editor

Kelly Murphy – Secretary
Mather Associates
Consultant

Amy Lavertue
Valley Regional Hospital
Director, Revenue Cycle Operations

Nancy Dumont, AB,MS
Alice Peck Day Hospital
Manager, Department of Community Health

Middleton McGoodwin
Superintendent, SAU#6

Wendy Thomas
Claremont Savings Bank
VP- Customer Service

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Sullivan County Oral Health Collaborative, Inc.

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

BUDGET PERIOD:	SFY	7/1/13 - 6/30/14	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Susan Schroeter, Managing Director	$12,000	0.00%	$0
Kyle Messier, Public Health Hygienist	$80,000	50.00%	$40,000
Nii Norte Lokko, Dentist	$165,000	10.00%	$16,500
Rachel wall, Office manager	$45,000	10.00%	$4,500
	$0	0.00%	$0
	$0	0.00%	$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			**$61,000**

BUDGET PERIOD:	SFY	7/1/14 - 6/30/15	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Susan Schroeter, Managing Director	$15,000	0.00%	$0
Kyle Messier, Public Health Hygienist	$80,000	50.00%	$40,000
Nii Norte Lokko, Dentist	$175,000	10.00%	$17,500
Rachel wall, Office manager	$47,000	10.00%	$4,700
	$0	0.00%	$0
	$0	0.00%	$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			**$62,200**

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

SUSAN L. SCHROETER
[redacted]

Career Goal

To seek an administrator position within a public school district that is committed to a school culture that values all students, staff, parents, and community members and to provide every student a positive learning atmosphere so they can learn.

Professional Accomplishments

NEASC Chairperson

I am responsible for organizing the staff and documents for our first visit by the NEASC visiting team in the Fall of 2013. This has been a work in progress for almost four years. I am able to lead our school by fostering collaboration in preparation of our self-assessment.

Leadership Experience

Within Unity Elementary School, I have over the 12 years of my employment have accepted and volunteered in many different leadership roles. I am Chairman of our Leadership Team that assists the principal in planning and implementation within the school. As a team we review items that are necessary for our students and their environment. For example, we looked a number of different programs to assist in the math intervention time during the day. We presented it to the staff and were able to get 100% acceptance.

Unity Athletic Policy and Concussion Policy

During my principal internship at Unity Elementary School, my principal requested an up-to-date athletic policy for staff, students and parents along with adding a concussion policy. The policy was presented and approved to the Unity School Board this past fall. The superintendent is going use this as a template for the other schools in the SAU.

Physical Education Curriculum and Common Core Standards

The PE teachers within the SAU#6 district, worked many hours to bring to the Curriculum Council in the Spring 2012, a SAU wide Physical Education Curriculum for Grades K through 8. All grade levels analyzed and developed goals based on the NH State Standards. We are now working on aligning our curriculum with the Common

Core Standards and Common Assessments. This was truly a team effort with hard work and dedication.

New Hampshire Association of Health, Physical Education, Recreation and Dance (NHAHPERD)
A member for 11 years and elected this year VP of Dance on the Board of Directors is where we encourage healthful lifestyles through health, physical education, recreation and dance, by communicating this to professionals, students and the public. Our mission is to promote professional standards, quality programs, professional development, legislative support, and regional and national affiliation.

Professional Experience

Unity School District, Unity, NH July 2001 to present

Physical Education and Health Teacher

Sullivan County Oral Health Collaborative, Inc. July 2011 to present

Managing Director

NEIP of Keene, Inc, Claremont, NH January 1993 to 2011

President

The Chocolate Shoppe and The Mail Depot, Fairfield, CT June 1988 – Dec 1993

Owner

Paradyne Corporation, Westport, CT Jan 1986 – June 1988
Account Manager

Burroughs, Imaging Systems Division, Danbury, CT Nov 1982 – Dec 1985
National Account Manager

Smith-Corona, Chicago, IL Oct 1979 – Nov 1982
Sales Representative

Educational Background

New England College, Henniker, NH
Principal Certification
May 2012

New England College, Henniker, NH
Master of Education in Curriculum and Instruction
May 2011

Upsala College, East Orange, NJ
B.A. – Business/Economics
May 1979

The Wilson School, Mountain Lakes, NJ
May 1975

Certification

NH EXPERIENCED EDUCATOR CERTIFICATE, exp. 6/30/16
Physical Education (0800)
NH PRINCIPAL CERTIFICATE (0003), exp. 6/30/16

Professional Development

Yearly Bully Awareness

Yearly Physical Education Conference (NHAHPERD), Waterville Valley, NH

Data Coach Workshop, Teal Lantern, Summer 2010

Building Common Assessments Workshop, Boston, MA April 2011

New England Association of Schools & Colleges (NEASC)
Visiting Team: Dedham Middle School, Dedham, MA 2011

IPad Training, January 2012

Autism Workshop, April 2012

CPI Initial Certification, May 2012

WAIT Training For Youth Professionals, Fall 2012

Enhancing Instruction Through Technology in Physical Education, February 2013

Model Schools Conference, Washington, DC, June 2013

Professional Associations

New Hampshire Association of Health, Physical Education, Recreation and Dance – Member, Board of Director, VP of Dance
Sullivan County Oral Health Collaborative, Inc. – Board of Director
Kiwanis Club of Claremont – Member, Past President, Board of Director
Unity Planning Board – Member

Kyle Williams Messier RDH, BS

[redacted]

[redacted]

OBJECTIVE

A challenging position that allows further development of my dental, management, organizational, planning, communication and facilitation skills.

To continue serving in the arena of Public Dental Health as part of a professional dental group that provides clinical services at Community Dental Care - thus creating a potential for continuity and familiarity for the children and families of the Claremont Dental Initiative.

SUMMARY OF EXPERIENCES AND QUALIFICATIONS

Through my diverse life and challenging work experiences, I have acquired and developed many skills that allow me to play an effective role in pubic dental health. I have the ability to:

- Advocate for the forward progress of public dental health
- Communicate effectively with people of varied backgrounds.
- Assist people in establishing and attaining their dental health goals
- Ensure that coordination and informational needs are met in a timely manner.
- Appreciate the need to set goals, establish priorities, monitor progress and when appropriate to provide direction and leadership essential for success of an emerging public dental health practice.

My experiences include:

- Public Health Dental Hygienist for the Claremont Dental Initiative
- Project Manager for the establishment of the Community Dental Care of Claremont
- 27 years of Private Practice, Consultations/Training in Dentistry, National Sales Representative
- Chair of the Board of Directors, Main Street Claremont
- Police Commissioner: City of Claremont
- Claremont City Counselor
- Property Manager in Claremont's City Center

DETAILED DENTAL EXPERIENCES AND QUALIFICATIONS

1978–to date Registered Dental Hygienist New Hampshire Dental Hygiene License

In the public dental health sector, *I coordinate dental outreach, education and screenings to birth through 5th grade and their families and provide preventive clinical services in the school setting. I provide case management to families in need, communication to overcome roadblocks to care, and create solutions for those who do not have access to dental care and prevention information. I also provide public relations outreach and advocate for public policy changes to support dental health.*

- 2005 - present Public Health Dental Hygienist for the Claremont Dental Initiative
- 2007 - present Project Manager: Community Dental Care of Claremont

In the private dental sector, *I specialized in high technology dentistry, encompassing patient education and behavioral dynamics, the presentation of comprehensive dental treatment plans, using microscope, videos and advanced clinical skills.*

- 1998-2005 James Predmore DDS, Hanover, NH
- 1986-1998 Knudson, Knights and Predmore, Lebanon, NH
- 1981-1986 Michael Schuster DMD, Burlington, MA
- 1978-1981 Robert Keene DMD, Hanover, NH

1984–to date Consultant in the Field of Dentistry

- Designed and implemented 1, 2 and 3-day on-site consultations/training in dental offices in the United States, Canada, Bahamas and the European Union. Consultations include practice management techniques, advanced clinical communication and behavioral dynamics skills, assessment of employee skills and facilitation of next-step action plans tailored to individual client needs.
- Presented on the above topics at professional conferences and at workshops of dental professionals, organized regional seminars for dental professionals.

1984–1998 National Sales Representative

- 1984-1998 Oratec Corporation
- Specialized in Anti-Infective Periodontal Armamentarium-Phase Contrast Video Microscopy Systems.
- 1993-1995 Optiva Corporation - one of 4 national sales representatives asked to launch the Sonicare toothbrush into the marketplace.
- 1993-1995 Periogiene Corporation - specialized in ultrasonic instruments.

AWARDS AND HONORS

- 2006 *Champions For Children Award*, Watch your Mouth Coalition
- 2004 *Athena Award - Women and Leadership,* Greater Claremont Chamber of Commerce
- 2002 *Women of Achievement Award*, Claremont Business and Professional Women
- 2002 *New Hampshire Main Street Community of the Year*, (During tenure as Chair, Board of Directors)

EDUCATION

- 1984 B.S., Health Science, Northeastern University
  Concentration in Business and Education, graduated Magna Cum Laude
- 1978 RDH, Forsyth Dental Center Boston, MA
- 1978 A.S., Health Science, Northeastern University
- 1976 A.A., Physical Ed., University of New Hampshire

MEMBERSHIP

- National Dental Hygiene Association
- New Hampshire Dental Hygiene Association

INTERESTS

Community service, yoga, outdoor activities and travel.

References upon request.

Curriculum Vitae
Nii Norte Lokko

Work Experience

June 2009 to Present
Dental Director, Community Dental Care of Claremont, NH
Provide comprehensive dental care mainly to low income and uninsured patients in Sullivan County, NH

May 2009 to Present
Staff Dentist, Families First, Portsmouth, NH

June 2008 to May 2009
Managing Clinical Director, Allcare Dental and Dentures. Manchester, NH. Provided comprehensive dental care mainly to insured patients.

August 2006 to May 2008
Dental Director, Avis Goodwin Community Health Center.

August 2004 to May 2008
Staff Dentist, Avis Goodwin Community Health Center. Rochester, NH. Provided comprehensive dental care mainly for uninsured and underinsured patients. Provided care in clinical as well as hospital setting. Credentialed with Frisbie Memorial Hospital, Rochester, NH and Wentworth Douglas Hospital, Dover, NH

July 2003 to June 2004
Dental Resident, the Tufts University General Practice Residency Program. Planned, coordinated and provided multidisciplinary comprehensive oral care for patients including patients with special needs. Was an on call resident at the New England Medical Center, Boston, MA

Education:

July 2003 to June 2004
Tufts University School of Dental Medicine, Waltham, MA. GPR Certificate

August 1999 to May 2003
Tufts University School of Dental Medicine, Boston, MA. DMD Degree

September 1996 to May 1999
Luther College, Decorah, IA, B.A. Biology

Current Memberships

New Hampshire Dental Society
American Dental Association
Academy of General Dentistry

Rachel L. Wall
[redacted]

Experience:

Lake Sunapee Country Club New London, NH 03257 ***Server 1+ year***

Responsibilities include:

- Greeting customers, making them feel welcome and comfortable, emphasis on extra personal treatment.
- Know menu items and wine list to help customers with inquiries
- Catering to large groups in on/off-site catering, weddings, tournaments, etc.
- Set-up, clean-up responsibilities

Walco Mechanical Co., Inc. Bradford, NH 03221 ***Office Assistant - 9 years, intermittently (family business)***

Responsibilities include:

- Working with Quickbooks Pro 2007, entering invoices, bills, etc.
- Filing paperwork such as, timecards, quarterly tax payments, service orders, etc.
- Answering 2-line telephone
- Other various office tasks

Appleseed Restaurant & Catering Bradford, NH 03221 ***Hostess/Server - 9 years, intermittently***

Responsibilities include:

- Greeting customers, making them feel welcome and comfortable, emphasis on personal, attentive treatment.
- Possess accurate knowledge of all menu items to assist in customer inquiries.
- Catering to large groups in on/off-site public and private events.
- Set-up, clean-up responsibilities.

Wicenski Dental Office New London, NH 03221 ***Dental Assistant – 9 months***

Responsibilities included:

- Preparing/maintaining dental equipment, instruments, and supplies.
- Assisting Doctors during dental procedures.
- Set-up and clean-up of operatories.
- Preparation of dental materials, cements, amalgam, impression materials, etc
- Handling all matters in accordance with OSHA and other policies

Virginia Commerce Bank Alexandria, VA 22314 ***Teller Supervisor – 6 months***

Responsibilities included:

- Supervising the teller line, working with manager/assistant manager in day-to-day matters.
- Organizing branch meetings.
- Completing daily balance sheet (teller drawers, vaults, etc.)
- Assisting customers with inquiries, research, etc. in a friendly, professional manner.
- Other various office tasks- See below.

Lake Sunapee Bank New London, NH 03257 ***Teller/Customer Service Representative – 2 years***

Accomplishments:

- Completed both Basic and Advanced teller training.
- Completed Principles of Banking course with an A.
- Received 2004 "Excellence in Customer Service" award.
- Became "Product-Certified".

Responsibilities included:

- Assure daily transactions are received and handled in a friendly, timely, and professional manner.
- Proper identification of prospective customers and appropriate referrals.
- Possess basic knowledge of all bank products and services offered.
- Handle customer inquiries and research in a timely manner.
- Help Safe Deposit Box customers in accordance with policies.
- Conduct national and international wire transfers for customers, in accordance with policies.

Education:

New Hampshire Technical Institute Concord, NH 03301

- Earned Associate of Science degree in Accounting; graduated with High Honors.

Kearsarge Regional High School North Sutton, NH 03260

- Graduated in 2004 with honors in Accounting.

Other applicable skills:

- Excellent computer knowledge and typing skills (65-75wpm.)
- Years of experience with Microsoft Office (Word, Excel, Powerpoint)
- Exceptional communication, self-management, and interpersonal skills.

Budget Form

New Hampshire Department of Health and Human Services

Bidder/Program Name: Sullivan County Oral Health Collaborative, Inc.

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

Budget Period: SFY 14 - 7/1/13-6/30/14

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 61,000.00	$ -	$ 61,000.00	
2. Employee Benefits	$ 9,420.00	$ -	$ 9,420.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ 200.00	$ -	$ 200.00	
Purchase/Depreciation	$ 2,500.00	$ -	$ 2,500.00	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 500.00	$ -	$ 500.00	
Lab	$ 6,000.00	$ -	$ 6,000.00	
Pharmacy	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	
Office	$ 130.00	$ -	$ 130.00	
6. Travel	$ 1,050.00	$ -	$ 1,050.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 250.00	$ -	$ 250.00	
Postage	$ 50.00	$ -	$ 50.00	
Subscriptions	$ 150.00	$ -	$ 150.00	
Audit and Legal	$ 1,500.00	$ -	$ 1,500.00	
Insurance	$ 250.00	$ -	$ 250.00	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ 1,300.00	$ -	$ 1,300.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	**$ 84,300.00**	**$ -**	**$ 84,300.00**	

Indirect As A Percent of Direct 0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available) **$ 22,808.00**

Reconciliation - (this line must be equal to or greater than $0) **$ (61,492.00)**

Budget Form

New Hampshire Department of Health and Human Services

Bidder/Program Name: Sullivan County Oral Health Collaborative, Inc.

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

Budget Period: SFY 15 - 7/1/14-6/30/15

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 62,200.00	$ -	$ 62,200.00	
2. Employee Benefits	$ 9,450.00	$ -	$ 9,450.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ 200.00	$ -	$ 200.00	
Purchase/Depreciation	$ 2,500.00	$ -	$ 2,500.00	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 500.00	$ -	$ 500.00	
Lab	$ 6,000.00	$ -	$ 6,000.00	
Pharmacy	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	
Office	$ 150.00	$ -	$ 150.00	
6. Travel	$ 1,100.00	$ -	$ 1,100.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 250.00	$ -	$ 250.00	
Postage	$ 50.00	$ -	$ 50.00	
Subscriptions	$ 150.00	$ -	$ 150.00	
Audit and Legal	$ 1,500.00	$ -	$ 1,500.00	
Insurance	$ 250.00	$ -	$ 250.00	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ 1,300.00	$ -	$ 1,300.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	**$ 85,600.00**	**$ -**	**$ 85,600.00**	

Indirect As A Percent of Direct 0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds $ 25,088.00

Reconciliation - (this line must be equal to or greater than $0) $ (60,512.00)

Subject: School-based oral health services for underserved students in Carroll County

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		**1.2 State Agency Address** 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Tri-County Community Action Program, Inc. (Tri-County CAP)		**1.4 Contractor Address** 30 Exchange Street Berlin, NH 03570	
1.5 Contractor Phone Number (603) 752-7001 Ext. 13	**1.6 Account Number** 05-95-90-902010-4527-102-500731	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $48,200
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		**1.10 State Agency Telephone Number** 603-271-4501	
1.11 Contractor Signature Peter Higbee		**1.12 Name and Title of Contractor Signatory** Peter Higbee, Chief Operating Officer	

1.13 Acknowledgement: State of NH, County of Coös

On 5/14/13 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] Suzanne C. French

1.13.2 Name and Title of Notary or Justice of the Peace

Suzanne C. French, Notary

SUZANNE C. FRENCH
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
August 13 2013

1.14 State Agency Signature Brook Dupee	**1.15 Name and Title of State Agency Signatory** Brook Dupee ~~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: 19 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: P.H.
Date: 5.14.13

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: P.H.
Date: 5.14.13

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: P.H.
Date: 5.14.13

NH Department of Health and Human Services

Exhibit A

Scope of Services

School-Based Oral Health Services

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

CONTRACTOR NAME: **Tri-County Community Action Program, Inc. (Tri-County CAP)**

ADDRESS: **30 Exchange Street**
Berlin, NH 03570

Chief Operating Officer: **Peter Higbee**
TELEPHONE: **(603) 752-7001 Ext. 13**

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

I. General Provisions:

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

A. Numbers Served
Oral assessment services are to be provided to a minimum of 1,000 students throughout each year of the contract term.

B. Eligibility and Income Determination

1. Low-income children and families are defined as ≤ 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year), in the State of New Hampshire.

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

C. The contractor shall use one of the following models:

1. The "clinic model" that provides on-site comprehensive preventive and/or restorative treatment.

2. The "combination clinic referral model" that provides preventive treatment at one site and provides care coordination to link clients with restorative treatment at another site.

D. Oral health services for the targeted population(s) shall include:
1. risk assessment;
2. oral health education;
3. oral screening;
4. early diagnosis of oral diseases;
5. preventive care focused on age appropriate dental sealants and fluoride application;and
6. care coordination that links children to restorative treatment and disease management in a "dental home."

Contractor Initials: P.H.

Date: 5.14.13

E. Relevant Policies and Guidelines

The school-based oral health program shall:

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

F. Culturally and Linguistically Appropriate Standards of Care

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

1. Assess the ethnic/cultural needs, resources and assets of their community.

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.

4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.

5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

G. State and Federal Laws

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

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.

2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.

Contractor Initials: P.H

Date: 5.14.13

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

H. Publications Funded Under Contract

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

2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.

3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).

I. Subcontractors

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

I. Minimal Scope of Core Services

A. Service Requirements

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

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

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

Contractor Initials: P.H.

Date: 5.14.13

B. Staffing Provisions

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

Staffing Changes

1. New Hires
   The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.

2. Vacancies
   The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

C. Coordination of Services

1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.

2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

D. Meetings and Trainings

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

II. Quality or Performance Improvement (QI/PI)

A. Work Plans

1. Performance Work Plans are required annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The work Plans are a key component of the Oral Health Program performance- based contracting system and of this contract.

2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health Work Plan Progress/Outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.

Contractor Initials: P.H.

Date: 5.14.13

3. The Contractor shall submit a performance-based work plan with this application for funding and by July 15th of the contract year.

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

B. Data and Reporting Requirements

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

1. Work Plans and Work Plan Outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.

2. A Year End Report Form shall be completed annually to describe the reach of the school-based program beyond the second and third grade population targeted for dental sealants.

3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

4. A copy of the Sliding Fee Scale provided to participating students' families shall be submitted on request to the DPHS Oral Health Program. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.

5. A summary of feedback from teachers, school nurses, administrators and families obtained during the prior contract year and of the method by which the results were obtained shall be submitted on request to the DPHS Oral Health Program to accompany the annual work plan.

C. On-Site Reviews

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

2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.

3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency Performance Work Plan.

Contractor Initials: P.H

Date: 5.14.13

D. Performance Measures

School-Based Oral Health Performance Measures

- A minimum of 80% of 2nd and 3rd grade students returning consent forms
- A minimum of 400 2nd and 3rd grade students shall receive oral screenings
- Percent of all 2nd and 3rd grade students in the school screened to assess oral health needs
- Percent of all 2nd and 3rd grade students screened with at least one sealant on a permanent molar
- 100% of all 2nd and 3rd grade students screened with untreated decay who are referred for service
- Percent of all 2nd and 3rd grade students screened with a history of decay

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Contractor Initials: P.H.

Date: 5.14.13

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

School-Based Oral Health Services

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

CONTRACTOR NAME: **Tri-County Community Action Program, Inc. (Tri-County CAP)**

ADDRESS: **30 Exchange Street**
Berlin, NH 03570

Chief Operating Officer: **Peter Higbee**
TELEPHONE: **(603) 752-7001, Ext. 13**

Vendor #177195-B011 Job #90072003 Appropriation #05-95-90-902010-4527-102-500731

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

   $48,200 for oral health initiatives, funded from 44.7% Federal funds from the Centers for Disease Control (CDC) (CFDA #93.991) and 55.3% from general funds.

TOTAL: $48,200

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.

4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.

5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.

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

Contractor Initials: P.H.

Date: 5.14.13

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: P.H.

Date: 5.14.13

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: P.H.

Date: 5.14.13

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: P.H.

Date: 5.14.13

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: P.H

Date: 5.14.13

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: P.H.

Date: 5.14.13

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: P.H.

Date: 5.14.13

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: P.H.

Date: 5.14.13

(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.

Tri-County Community Action Program, Inc. (Tri-County CAP) **From:** July 1, 2013 or date of G&C Approval, whichever is later **To:** June 30, 2015

Contractor Name **Period Covered by this Certification**

Peter Higbee, Chief Operating Officer

Name and Title of Authorized Contractor Representative

Peter Higbee 5.14.13

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.

Peter Hall — Chief Operating Officer

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

Tri-County Community Action Program, Inc. (Tri-County CAP) — 5.14.13

Contractor Name — **Date**

P.H.
5.14.13

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: P.H.

Date: 5.14.13

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.

Peter Hajj — Chief Operating Officer

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

Tri-County Community Action Program, Inc. (Tri-County CAP) — 5.14.13

Contractor Name — **Date**

Contractor Initials: PH

Date: 5.14.13

CERTIFICATE OF VOTE/AUTHORITY

I, Todd C. Fahey, do hereby certify that:

1. I am the Special Trustee appointed by the NH Probate Court to act on behalf of, and with all the powers of, the Tri-County Community Action Program, Inc., Board of Directors;

2. The following are resolutions of the corporation, duly enacted on May 14, 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 Tri-County Community Action Program Chief Operating 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 may deem necessary, desirable or appropriate.

3. Peter Higbee is the Tri-County Community Action Program Chief Operating Officer.

4. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 14, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Special Trustee of the corporation this 14th day of May, 2013.

Todd C. Fahey, Special Trustee

STATE OF NH
COUNTY OF ~~COÖS~~ Merrimack

The foregoing instrument was acknowledged before me this 14th day of May, 2013, by Special Trustee Todd C. Fahey.

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

JEANNETTE M. WEEMAN, Notary Public
My Commission Expires March 10, 2015

TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.

Serving Coös, Carroll & Grafton Counties

30 Exchange Street, Berlin, N.H 03570
(603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607
Website: http://www.tccap.org • E-mail: admin@tccap.org
Chief Operating Officer: Peter Higbee

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

June 5, 2013

Dear Ms. Aversa:

In the matter of our School-Based Oral Health Contract for the coming year, you have requested a current certificate of general liability, automobile and umbrella insurances for the period of the contract. Our policies will be renewed effective July 22nd, 2013. We do not yet have a new certificate for the period beginning July 22, 2013, because we are in the process of obtaining quotes for the new term.

That said, we fully intend to fulfill our duty under the contract to provide these required insurance coverage, and will provide the State with a certificate of insurance coverage as soon as we have secured coverage and can produce the associated certificate.

Sincerely,

Peter Higbee,
Chief Operating Officer

Client#: 53575 TRICO2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/26/13

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 Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935 E-MAIL ADDRESS:
INSURED Tri County Community Action Program Inc 30 Exchange Street Berlin, NH 03570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Insurance Co. INSURER B : Memic Indemnity Company 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			PHPK897586	07/22/2012	07/22/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$3,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			PHPK897586	07/22/2012	07/22/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			PHUB390921	07/22/2012	07/22/2013	EACH OCCURRENCE	$2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			3102801186	07/01/2012	07/01/2013	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	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 Compensation

Excluded Officers: Karen Matthews, William Hatch and Rudy Urban

Workers Compensation States: NH

CERTIFICATE HOLDER

State of NH, Division of Public Health Services, 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

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SML

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SINGLE AUDIT REPORTS

FOR THE YEAR ENDED JUNE 30, 2012

TABLE OF CONTENTS

Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* 1-2

Independent Auditor's Report on Compliance with Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control over Compliance in Accordance with OMB Circular A-133 3-5

Schedule of Findings and Questioned Costs 6-40

Schedule of Expenditures of Federal Awards 41-46

Notes to Schedule of Expenditures of Federal Awards 47

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

Todd C. Fahey, Esq.
Court-Appointed Special Trustee
Tri-County Community Action Program, Inc.
Berlin, New Hampshire 03570

We have audited the financial statements of Tri-County Community Action Program, Inc. as of and for the year ended June 30, 2012, and have issued our report thereon dated March 28, 2013. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

INTERNAL CONTROL OVER FINANCIAL REPORTING
In planning and performing our audit, we considered Tri-County Community Action Program, Inc.'s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control over financial reporting.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control over financial reporting that we consider to be material weaknesses and other deficiencies that we consider to be significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and questioned costs to be material weaknesses. FS-2012-01, FS-2012-02, FS-2012-03, FS-2012-04, FS-2012-05, FS-2012-06, FS-2012-07, FS-2012-08, FS-2012-09, FS-2012-10, FS-2012-11, FS-2012-12, FS-2012-13, FS-2012-14, FS-2012-15, FS-2012-16

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and questioned costs to be significance deficiencies. FS-2012-17, FS-2012-18, FS-2012-19, FS-2012-20

COMPLIANCE AND OTHER MATTERS

As part of obtaining reasonable assurance about whether Tri-County Community Action Program, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under Government Auditing Standards and which are described in the accompanying schedule of findings and questioned costs as items SA-2012-01, SA-2012-02, SA-2012-03, SA-2012-04

Tri-County Community Action Program, Inc.'s response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit Tri-County Community Action Program, Inc.'s response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of the Court-Appointed Special Trustee, management, others within the company, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

Mason + Rich, P.A.

MASON + RICH, PROFESSIONAL ASSOCIATION
Certified Public Accountants

March 28, 2013

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

Todd C. Fahey, Esq.
Court-Appointed Special Trustee
Tri-County Community Action Program, Inc.
Berlin, New Hampshire 03570

COMPLIANCE

We have audited Tri-County Community Action Program, Inc.'s compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program, Inc.'s major federal programs for the year ended December 31, 2011. Tri-County Community Action Program, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of Tri-County Community Action Program, Inc.'s management. Our responsibility is to express an opinion on Tri-County Community Action Program, Inc.'s compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Tri-County Community Action Program, Inc.'s compliance with those requirements.

As described in item SA-2012-01 in the accompanying schedule of findings and questioned costs, Tri-County Community Action Program, Inc.'s did not comply with requirements regarding Cash Management that are applicable to its Low-Income Home Energy Assistance Program, and its Head Start Program. As described in item SA-2012-02 and SA-2012-03 in the accompanying schedule of findings and questioned costs, Tri-County Community Action Program, Inc.'s did not comply with requirements regarding Procurement and Suspension and Debarment that are applicable to its Low-Income Home Energy Assistance Program and Weatherization Assistance for Low-Income Persons Program. As described in item SA-2012-04 in the accompanying schedule of findings and questioned costs, Tri-County Community Action Program, Inc.'s did not comply with requirements regarding the Davis-Bacon Act that are applicable to its Weatherization Assistance for Low-Income Persons Program. Compliance with such requirements is necessary, in our opinion, for Tri-County Community Action Program, Inc.'s to comply with the requirements applicable to these programs.

In our opinion, except for the noncompliance described in the preceding paragraph, Tri-County Community Action Program, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2012.

INTERNAL CONTROL OVER COMPLIANCE

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered Tri-County Community Action Program, Inc.'s internal control over compliance with the requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance.

Our consideration of internal control over compliance was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over compliance that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. However, as discussed below, we identified a certain deficiency in internal control over compliance that we consider to be a material weakness.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as item SA-2012-01, SA-2012-02, SA-2012-03, SA-2012-04 to be material weaknesses.

Tri-County Community Action Program, Inc.'s responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit Tri-County Community Action Program, Inc.'s responses and, accordingly, we express no opinion on the responses.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

We have audited the financial statements of Tri-County Community Action Program, Inc. as of and for the year ended June 30, 2012 and have issued our report thereon dated March 28, 2013, which contained a qualified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements taken as a whole. The schedule of expenditures of federal awards is presented for the 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 financial statements. Such information is the responsibility of management and was derived from and related 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 taken as a whole.

This report is intended solely for the information and use of management, others within the company, and federal awarding agencies and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

Mason + Rich, P.A.

MASON + RICH, PROFESSIONAL ASSOCIATION
Certified Public Accountants

March 28, 2013

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

YEAR ENDED JUNE 30, 2012

A. SUMMARY OF AUDIT RESULTS

1. The independent auditors report expresses a qualified opinion on the financial statements of Tri-County Community Action Program, Inc.
2. Control deficiencies were disclosed during the audit of the financial statements which are reported in this schedule in Part B.
3. Instances of noncompliance, material to the financial statements of Tri-County Community Action Program, Inc. are reported in accordance with Government Auditing Standards, were disclosed during the audit and are reported in this schedule in Part C.
4. Control deficiencies were disclosed during the audit of internal control over major federal award programs which are reported in this schedule in Part C.
5. The auditor's report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses a qualified opinion on all major programs.
6. Audit findings that would be required to be reported in accordance with section 510 (a) of OMB Circular A-133 are reported in this schedule.
7. The programs tested as major programs included:
    a. Low Income Home Energy Assistance – CFDA # 93.568
    b. Weatherization Assistance for Low Income Persons – CFDA # 81.042
    c. Community Services Block Grant – CFDA # 93.569
    d. Formula Grants for Other Than Urbanized Areas – 5311 – CFDA # 20.509
8. The threshold for distinguishing Types A and B Programs was $415,915
9. Tri-County Community Action Program, Inc. did not qualify as a low-risk auditee.

(Continued on next page)

B. FINDINGS - FINANCIAL STATEMENTS AUDIT

FS-2012-01

Condition: The board of directors ("the Board") failed to properly design and implement a control environment sufficient to identify and respond to risks, gather, analyze and communicate key information, and control and monitor the activities of the organization.

Based upon interviews with the Program Directors as well as the many issues noted in the following deficiencies, it is evident that the Board did not fully understand its responsibilities to the Organization and the community it serves. The minutes prepared from the Board meetings, as well as accounts from individuals who attended the meetings, illustrate an informal approach to governance. It appears that some of the directors did not have a sufficient understanding of the major programs offered by the organization, the basic requirements for managing federal and other restricted funds, and failed to implement a process which would have educated themselves on these requirements. Additionally, the Board appeared to delegate responsibility for controls over the financial reporting system to members of senior management without designing and implementing a process which would keep them informed regarding the Organization's financial health.

Criteria: It is ultimately the responsibility of a governing Board to govern all aspects of an organization. A board may delegate authority for certain responsibilities, however, it must design and implement procedures to ensure that these responsibilities are met. Perhaps more importantly, a governing board is responsible for creating a control environment that sends a message to management, employees, the community, and those it serves that the Organization is committed to meeting these responsibilities.

Effect: The Board failed to create a control environment which could serve as the framework for an efficient and effective system of internal control.

Cause: The causes for this deficiency are many. For one, the Organization did not establish term limits for board members. Long term board membership does not create a diverse and dynamic board structure through planned changes in participation that may lead to an examination of board practices and organizational procedures. Long term membership may allow members to become complacent in their duties and fail to assess risks to the Organization before they became actual threats. It also appears that the Organization failed to utilize self-assessment tools to identify areas for improvement and to implement a plan to address these weaknesses. Lastly, the Board did not fully identify criteria for membership participation and assess member skills to recruit potential candidates with appropriate competencies.

(Continued on next page)

Recommendation: Due to the current status of the Organization, Board governance is going to be critical in the coming months. The Board will not only need to provide appropriate oversight, but will need to counteract a culture of disinterest and distrust between employees, members of management and the Board. They will need to set a tone that emphasizes ethical behavior, efficient and effective controls, and create a monitoring system which will allow them to measure progress toward meeting these goals. The Special Trustee temporarily appointed to govern the Organization (TCCAP's existing Board is suspended) should carefully select candidates for the Board based upon prior board experience and a skills assessment. The Special Trustee and the Board should work together to create policies and procedures to govern the activities of the Board and to assure that all directors are fully advised of their responsibilities.

Management Response:

IMPORTANT NOTE FROM SPECIAL TRUSTEE: As a preliminary matter, management's responses provided to this first condition (and those that follow) are provided by a Special Trustee appointed on December 14, 2012 by the New Hampshire Probate Court at the Direction of the New Hampshire Attorney General's Office. The responses provided herein are based upon the best information available to the Special Trustee and derived from the other financial professionals and specialist engaged by the Special Trustee to stabilize TCCAP, along with existing staff and information able to be gleaned from TCCAP's records and accounting system. The Special Trustee was not involved in matters that occurred before June 30, 2012, so the responses contained herein are made with those qualifications.

The information and responses provided for herein are the result of an intensive effort to stabilize and restructure TCCAP, which efforts began on December 14, 2012 and continue to this day under the supervision of both the New Hampshire Probate Court and the Director of Charitable Trusts of the New Hampshire Attorney General's office. Many of the specific deficient conditions noted herein, in fact, lead to the appointment of the Special Trustee have since been addressed or corrected. Other noted deficiencies not yet corrected will be systematically addressed (as described herein) in the upcoming months as part of an overall restructuring and review of TCCAP's management, governing board, operations, and organization

Beyond the specific responses noted below, TCCAP will commence an internal audit on all grants, and contributions and review the status of all vendors, all to ensure compliance with Federal laws and regulations, including, but not limited to, cash management of Federal funds, suspension and debarment, ongoing compliance with the David Bacon Act and suitable bid processes. This process will begin with internal audits and be aided by the adoption of policies and procedures noted below which, once implemented, will ensure and facilitate ongoing compliance.

Finally, TCCAP's various insurance carriers have been placed on notice of claims in an effort to recover losses associated with board and management malfeasance and nonfeasance.

Management concurs with the commentary for this identified condition. TCCAP's governing board ("the Board") is unlike other nonprofit boards in that it requires (as a matter of Federal law) representation from three (3) different constituencies including at least one-third members from the

(Continued on next page)

low-income community, exactly one-third public officials, and up to one-third members from the private sector and, further, must include representation from Coos, Grafton, and Carroll counties. While TCCAP's board had representatives from each of the foregoing, many of them were apparently not sufficiently trained or mindful of their fiduciary duties as being ultimately responsible for TCCAP. TCCAP's Board will be thoughtfully re-constituted (a process now being initiated). The New Hampshire Attorney General's Office, the Probate Court and the Special Trustee will reconstitute and oversee the activities of a new TCCAP Board (on which the Special Trustee will remain) until the Board will be able to function effectively, informed by proper training, and guided by revised, updated, and comprehensive articles of agreement and bylaws (the "Organizational Documents") and complimented by policies and procedures adopted in accordance with accepted best practices for nonprofit organizations. Planned actions to address this condition include:

1) The Board's training will include:
   a. Instruction from the Charitable Trusts Unit of the New Hampshire Attorney General's Office, the Special Trustee, along with a module on board recruitment and governance available on Nonprofit Next, a resource web site developed and maintained by the New Hampshire Center for Nonprofits ("NHCN"), a respected resource and clearinghouse for information for New Hampshire nonprofit organizations; and
   b. Training materials specific to Community Action Agency Boards, available from the national Community Action Partnership, to ensure that the particular requirements for Community Action Agency Boards, as outlined by the US DHHS Office of Community Service, are understood and met.

2) The Board will develop criteria for board member qualifications, which will be included in its bylaws, to ensure that it complies with its articles of agreement and functions to fulfill its mission by incorporating a suitable mixture of capabilities and skill sets necessary for the responsible oversight of TCCAP within the structural framework required of all community action programs. Conceptually, the Board will seek individuals with prior nonprofit board experience and professional expertise in law, finance, general business, stakeholders served by the agency, information technology, marketing, and nonprofit management. The criteria will be used to ensure that specific needs on the Board are specifically sought in board recruitment efforts.

3) Consistent with best practices, the Board will establish relevant committees to oversee TCCAP's management and the activities of the Board itself. At a minimum, there will be finance, audit, and governance committees and a requirement that these committees meet with sufficient regularity to discharge the duties entrusted to them.

   The Board will adopt a revised and updated comprehensive Conflict of Interest Policy and will use that document, along with Organization's revised Organizational Documents, as the foundation from which to educate the Board about its duties to the organization, its stakeholders, and to the charitable class it serves.

(Continued on next page)

FS-2012-02

Condition: The Board and senior management failed to develop a system to identify and respond to risks to the Organization. They did not evaluate risks related to the continuation of existing programs and did not evaluate the risks associated with new programs in order to properly design a system of internal control to manage the associated risks.

Criteria: The Board and senior management is required to develop a process to identify, evaluate, and respond to risks to the Organization including those that may affect financial reporting. This includes identifying potential areas of misstatement and implementing control activities to prevent or detect and correct misstatements.

Effect: The Organization apparently continued to take on new programs although the financial reporting system was inadequate to support the financial reporting for existing programs, or to evaluate new programs. The failure to identify this risk created a constant strain on the financial reporting system which led to numerous errors in financial data and delays in financial reporting. It may have been a factor on the abandonment of customary accounting procedures such as account reconciliations due to demands on the time and resources of the fiscal department. Additionally because it did not evaluate risks related to the use of limited organizational resources and because it lacked appropriate financial reporting, the Organization continued programs that were operating at a significant deficit. Failure to assess these risks and respond to them caused the Organization to put its key programs in jeopardy due to the significant drain on organizational resources.

Cause: Because of the remote area served by TCCAP and the limited resources in the area, the Organization is frequently approached as an Organization to take on a new program or take over a program that may be struggling under another organization. Although these programs may be needed in the area, and may loosely align with the mission of TCCAP, the Organization must evaluate its ability to provide additional services within the limited infrastructure of the Organization.

Recommendation: Existing programs should be evaluated based upon their financial performance, benefits to the community, and the abilities of the organization. New programs should be evaluated carefully before being accepted and a plan for management and control of the program should be designed and implemented immediately upon acceptance. Procedures should be implemented to guide management and the board when accepting donated assets to ensure that all factors are considered before acceptance takes place.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

1) The Special Trustee has directed that TCCAP staff, with outside consulting assistance undertake a review of all programs operated by the Organization through a two-pronged approach. The first prong reviews TCCAP's programs for mission alignment. The second prong reviews programs for financial viability, a process that is currently under way. Programs that fail the first prong have been (and will be) discontinued. Evaluation of the second prong focuses on the following:

(Continued on next page)

a. Financial performance;

b. Sources and sustainability of funding;

c. Staffing and other resources requirements; and

d. Cash flow conditions.

If adjustments cannot be made to operate programs in a fiscally viable manner (viewed in light of (a) through (d) above), then those programs will be either discontinued or restructured to ensure such compliance.

2) On completion of the program reviews, steps will be implemented to ensure that programs retained by TCCAP will operate in furtherance of the Organization's mission, financially break even (if not generating a small net operating surplus), and efficiently use staff and other resources.

3) A process for evaluating adoption of new programs will be developed and made available to the Board as part of a Board training manual. Conceptually, this process is expected to include evaluating:

   a. Alignment with TCCAP's mission;

   b. Projected financial performance at breakeven or net operating surplus, accounting for the program's allocation of TCCAP indirect costs;

   c. Operating cash requirements associated with the terms of grants and contracts, i.e., advance of funds at beginning of operating period vs. reimbursement for expenses incurred;

   d. Cash and in-kind match requirements and the likelihood of achieving any such requirements;

   e. The nature and long-term reliability of funding sources; and

   f. Staffing and administrative support requirements and associated indirect costs.

4) A process for evaluating assets offered to TCCAP will be developed and made available to the Board as part of a Board training manual. Conceptually, this process is expected to include evaluating:

   a. Ability to add value to and/or advance TCCAP's mission;

   b. Redundancy with TCCAP's other operating facilities and locations;

   c. Carrying costs for such items such as basic utilities, property insurance, and taxes (if charitable use were to cease or be disallowed in whole or in part);

   d. Property and facility condition vs. associated capital reserves, along with the ability to generate future capital reserves reasonably required to maintain the asset(s); and

   e. The terms of any extant leases or other use agreements which could (or would) affect use of the assets and/or TCCAP's ability to dispose of such assets.

(Continued on next page)

FS-2012-03

Condition: The Board and its Audit Committee did not have the appropriate level of knowledge and experience to engage an independent auditor, review the overall audit plan, review the audited financial statements and evaluate the services performed. The audit committee did not meet with the auditor at any time during the prior year audit.

Criteria: The Board or the Audit Committee should meet with the auditor at the start of the engagement to discuss the audit plan and the overall approach for the audit. This gives the Board an opportunity to advise the auditor of any issues or risks that they have identified which may affect the design of the audit and the type of procedures performed. The Auditor is also required to make certain communications to the Audit Committee at the completion of the audit. Best practices include an executive session when the Board has opportunity to ask the Auditor questions without the presence of management which may add significant value to the overall audit engagement. Lastly, the Auditor should provide a communication to management which includes weaknesses in internal controls identified during the course of the audit and which are significant enough to warrant management attention.

Effect: Most members of the Board did not receive communications and feedback which may have prompted management to take action to correct or improve processes and procedures.

Cause: The Board did not appear to understand the audit process and the types of procedures performed as part of the audit. They may not have understood the level of assurance provided by an audit and, therefore, may have placed too much reliance on the outcome of the audit. It also appears that they failed to fully understand their responsibilities for the financial statements and, as a result, did not take an active part in the audit process.

Recommendation: The new Board, once re-populated, should take every opportunity to educate itself on the audit process including open discussions with its audit firm, with and without management present, the Special Trustee, board education materials available through the NH Center for Non Profits, guidance from other experienced boards, legal counsel, and the wealth of governance materials available through the NH Attorney General's Charitable Trust Division.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

1) The Board's training will specifically include a module on Financial Oversight using resources available on Nonprofit Next, in addition to the general training noted above. This module will explicitly address the value, utility, and process of a financial audit.
2) The Board's training will also include relevant materials available from the National Community Action Partnership and CAPLaw.

(Continued on next page)

FS-2012-04

Condition: Certain members of the Board and members of senior management appeared to tolerate behaviors which violated grant and contract provisions.

Several employees expressed concerns that the attitudes and actions of certain members of the Board and some members of senior management reflected a lack of concern with ethical behavior including requirements to comply with laws, regulations, and the provisions of contracts and grant agreements. Examples of this behavior included covering operating cash shortfalls by using advances on federal funds which were not specifically expended for program requirements, funds held in a fiduciary capacity to cover operating expenses, and money from restricted accounts. Each of these issues was supported by an examination of documentation during our audit, and they are reported as individual deficiencies within this letter.

Criteria: Management is responsible for creating an environment that promotes ethical behavior and insures compliance with laws, regulations, contracts, and grant agreements. The control environment includes the attitudes and behaviors of management in addition to an internal control system. Management should create and demonstrate a standard of conduct which promotes ethical behavior and values.

Effect: Employees at several levels of the Organization noted the issues identified above. This type of environment may make employees feel justified in engaging in unethical behavior.

Cause: It appears that some members of the Board were unaware that these activities were occurring and those that were aware, failed to hold management accountable.

Recommendation: The Board must create an environment that demonstrates its commitment to accurate accounting and financial reporting and complying with laws, regulation, and the provisions of contracts and grants. It must send a message that behavior which does not comply with these goals will not be tolerated under any circumstances. Additionally they should create a process for employees to report concerns to the appropriate level of management.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

1) The Board's training will specifically include a module on Principles for Good Governance and Ethical Practice available on Nonprofit Next, in addition to general education on matters by the Special Trustee and the Charitable Trusts Unit of the New Hampshire Attorney General's Office, relative to the Board's fiduciary duties and the role of senior management relative to the Board and to the Organization generally.
2) TCCAP's Board will adopt and promulgate to all staff an Ethics Policy that makes it clear that compliance with laws, regulations, and grant and contract terms and conditions is a fundamental requirement and expectation of employment for the organization's staff and, if and as applicable, its vendors and subcontractors.

(Continued on next page)

3) The Board will establish an active Finance Committee and charge it with developing and implementing operating policies and practices that will ensure accurate accounting and financial reporting, as well as compliance with all relevant laws, regulations, and contract and grant terms and conditions by the Board, senior management and program directors.

4) The policy will be reviewed with all staff as part of the orientation process and referenced in the Employee Handbook that will be developed and issued.

FS-2012-05

Condition: Senior management failed to develop and implement internal controls to insure that information is identified, captured, and recorded in the financial reporting system. Procedures to prevent, or detect and correct material misstatements in the financial statements were inadequate. Customary accounting procedures were not implemented and those procedures which did exist were not done in a timely manner.

We noted that the accounting and reporting processes are significantly delayed and that the review and reconciliation procedures were poorly designed or not implemented. At the time we were engaged to perform our audit on January 13, 2013, the trial balance for the year ended June 30, 2012 had not yet been adjusted, accounts had not been reconciled to supporting schedules, a preliminary schedule of expenditures of federal awards had not been drafted, and other customary procedures had not been performed.
We also encountered several deficiencies in internal controls during the course of the audit and are described more fully in individual deficiencies noted within this letter. However the combination of these deficiencies made the overall system of internal control over financial reporting ineffective.

These individual weaknesses include:

Failure to detect and correct general ledger posting errors in a timely manner,
Failure to report financial information and to respond to requests for financial information,
Failure to report significant cash shortfalls to the appropriate level of authority,
Failure to reconcile bank accounts in a timely manner,
Failure to research and identify material discrepancies in bank account reconciliations
Failure to control access to blank check stock,
Failure to reconcile balance sheet accounts against supporting detail,
Improper cut off of accounts payable transactions,
Signing accounts payable checks without reviewing the invoices
Extensive use of personal credit cards for company expenses,
Failure to prevent the transfer of restricted funds to the operating account,
Failure to capture bank transaction detail in the financial system but instead posting summary transactions,
Failure to calculate compliance with loan covenant calculations

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Criteria: Management, guided by the Board, is responsible for designing and implementing an internal control system which is able to identify, capture and record financial information in an accurate, complete and timely manner. This system should be designed to ensure that errors will be prevented, or detected and corrected. Management should design controls to prevent unauthorized transactions and the misappropriation of organizational resources.

Effect: Financial information available to the Organization throughout the year is inaccurate, incomplete, subject to frequent adjustment and cannot reliably be used as a tool by management to monitor program or organizational performance. As a result, management has developed several alternative methods to monitor certain aspects of performance; however, these tools are frequently not reconciled to the financial reporting system. Additionally, because they are cumbersome to control and complete, they detract from the time available to manage program objectives. They also do not address all areas which require management such as organizational cash flow and only provide snapshots of individual areas and are not combined to represent the Organization as a whole.

Cause: Procedures to ensure the accuracy of information entered into the financial accounting system were either poorly designed or not implemented. Additionally the financial reporting system is not being used to its fullest capacity and has fallen into a state of disorganization. Although the system is designed specifically to track programs by multiple funding sources and by various grant periods, the Organization has not utilized the system as designed. Additionally, multiple posting errors, failure to separate state and federal portions of revenue, and other errors have made the process of accumulating accurate financial data a time consuming and inefficient process.

Recommendation: The Fiscal Department must be structured to ensure that employees have the necessary skills, resources and time available to perform customary accounting procedures. These procedures must be designed, communicated to employees and implemented immediately. Procedures should be in writing so that employees may refer to them as needed and understand their responsibilities and limitations. Employees should be given the necessary training to complete their assigned tasks and their performance should be monitored regularly so that errors can be prevented or detected and corrected in a timely manner.

Management Response: Management concurs with the commentary for this identified condition. Generally speaking, the Organization's fiscal department was inappropriately staffed (in terms of qualifications and depth) to manage the complexities of TCCAP's fiscal operations. It is now being restructured to ensure it will be staffed with personnel having the experience, qualifications and sufficient depth to and monitor and respond to the Organization's financial needs. Management has already expanded internal controls with additional review and approval processes for the transfer of funds, recording financial transactions, entering all financial transactions in the accounting system, recording journal entries into the accounting system; reconciliation of the monthly bank accounts; the electronic drawdown of federal funds; and separation of duties and responsibilities. Additional specific planned actions to address this condition include:

1) Updating and fully implementing TCCAP's Accounting and Financial Policies and Procedures Manual;

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2) Hiring a knowledgeable Chief Financial Officer (CFO) experienced in nonprofit and fund accounting (this process has been initiated);

3) Hiring an experienced and skilled accountant to support the CFO;

4) As new, experienced accounting staff is hired, enhancing account reconciliations, staff training, staff supervision, financial reporting and support to program directors that have already been initiated;

5) Researching and evaluating alternatives to upgrade or replace the existing accounting software to support TCCAP's operations and financial management more reliably and with greater utility;

6) Developing Standard Operating Proccdures for all fiscal operations and tasks and ensure that they are incorporated into the revised Accounting and Financial Policies and Procedures Manual;

7) Developing a plan to centralize fiscal operations including invoicing and collections, some of which are currently done by the operating divisions;

8) Developing in-house finance and accounting training programs including cross-training staff; and

9) Initiating financial reporting to upper management, the board of directors (when reconstituted), lenders, and grantors after recording June 30, 2012 audit adjustments into the accounting system.

FS-2012-06

Condition: The Organization lacked a process to provide for the open communication of information between the fiscal department and program staff.

Several employees complained of evasive and uncooperative behavior when requesting financial information or clarification of items posted to their program accounts. They also expressed difficulty in understanding the financial reports provided by the fiscal department, the timeliness of the reporting, and confusion over certain costs which are calculated by the fiscal department such as the indirect cost, fringe benefit and leave allocations. This has led to significant mistrust of the financial information provided by the fiscal department. Our audit has revealed several flaws with the use of the financial accounting system which have made the information provided by the fiscal department difficult to use and in some cases inaccurate.

Criteria: The fiscal department should serve as a resource to other areas of the organization. Their department is responsible for communicating financial information to staff within the organization, management, the Board and other interested parties such as grantors and banks. This communication should be done timely and in a manner that is meaningful and useful to the recipient.

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Effect: These conditions had a negative impact on internal efficiencies as many program directors developed alternate procedures to track financial transactions, in effect duplicating the functions of the fiscal department. When discrepancies occurred between the two systems, some program directors did not report the discrepancy to the fiscal department since they encountered resistance during prior attempts. This led to a financial reporting system that was riddled with errors, and monthly financial reports which were incorrect, difficult to interpret and useless for monitoring program performance.

Cause: It appears that the fiscal department was poorly managed and was unable to provide accurate information. It also appears that the financial resources of the Organization were strained and as a result some activities of the fiscal department violated the provisions of contracts and grants. These issues may have caused management to be evasive when questioned or simply unable to provide a reasonable answer.

Recommendation: All employees of the Organization should be encouraged to take a renewed interest in improving the financial reporting process. The fiscal department must implement procedures to insure the accuracy of information and must provide timely reporting. A mechanism should be established for employees to communicate errors or requests for clarification to the fiscal department and these communications should be addressed and resolved. The fiscal department should work with employees to provide education regarding the types of financial information available and to modify, or design reporting which meets the needs of the employees. As employees gain confidence in the accuracy of the reporting from the fiscal department, they should be encouraged to discontinue the duplicate systems they had developed.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

1) As of early January 2013, active steps have been taken to reengage administrative staff with Division Directors within TCCAP. These steps have included instructing administrative staff to engage constructively and responsively with other staff. Division staff members handling financial matters have been instructed to engage and work collaboratively with Fiscal Department staff. Everyone has responded positively to these instructions, and communications have improved dramatically. Timely delivery of financial reports and correction of errors by the Fiscal Department staff has improved working relationships and collaboration.

2) As of mid-January 2013, division staff responsible for financial matters and invoicing were instructed to copy the Fiscal Department on all invoices issued and all notices of grants awarded. The availability of this information has allowed the Fiscal Department to provide financial reports that are more timely and useful to the divisions because revenue accruals are up to date.

3) Consultants working with TCCAP for the Special Trustee have spent considerable time with division staff educating them on financial management and the implications of the various funding sources for their programs, as well as the critical nature of cash flow and its management. Budgeting for future contracts is also being provided. The result of these efforts is that the division staff are far more attuned to the financial aspects of their operations

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and of the need for timely, accurate invoicing. Division staff have embraced the education and the new requirements for their involvement and have reported an increased sense of confidence with the amount and quality of available information.

4) TCCAP has initiated the process to hire a qualified Chief Financial Officer and supporting accounting staff to improve Fiscal Department operations and provide more and better support to the divisions, particularly with regard to billing and collections. The hiring will be augmented by evaluation and likely replacement of the existing accounting infrastructure and software, subject to funding availability. In time, an efficient and properly functioning Fiscal Department will permit the Organization to achieve greater efficiencies by removing fiscal functions from programs and transferring them to the Fiscal Department. Such a transfer will permit the programs to focus on a standard of excellence in delivering program services.

5) A culture of distrust, disharmony and general dissonance between the Fiscal Department and TCCAP's Program Managers has been replaced with one of openness and trust characterized by mutual accountability. For instance, Program Managers are being advised that the Fiscal Department will be fully accountable to the Board and the Program Managers to permit the Organization to function as a cohesive whole, not multiple programs orphaned by an understaffed, frequently ineffective, nonresponsive and inattentive Fiscal Department. Frequent meetings between program directors, the Special Trustee and the Fiscal Department have resumed and will be held with regularity going forward.

6) The Fiscal Department will live within the means of a budget, and the roles of senior management of the Fiscal Department will be clearly identified and made known to the Board and to all program managers.

FS-2017-07

Condition: Policies and procedures over payroll and human resource management were poorly designed or not implemented.

A review of employee personnel files revealed that hiring procedures for key positions were informal and poorly documented. Certain key positions, including the Executive Director and Chief Financial Officer, lacked a position description, employment application, background checks or other documentation to support a thorough and comprehensive hiring process.

It also appears that, in most cases, no specific salary ranges or performance requirements were established based upon comparative industry information which would provide a basis for starting salaries, merit increases and performance bonuses. Bonuses and salary increases appear to have been made at random intervals with little documentation or support for the amount.

Payroll posted to the general ledger was not reconciled to the 941 quarterly payroll reports on a timely basis to insure that information was correctly recorded in the accounting system and correctly reported on the payroll reports. Checks issued for payroll were presented to an authorized signer for signature without the supporting payroll reports to support the issuance of the checks. The

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Accounting Manager had the ability to enter and change information in the payroll module of the accounting system and also had the ability to transmit the direct deposit file. She routinely transmitted the direct deposit file without reconciling to the payroll reports. Lastly, an accrual for payroll for the year ended June 30, 2011 had not been made, requiring an adjustment to the prior period net assets.

Criteria: The Organization should design and implement policies and procedures over the payroll and human resource functions. These procedures should include such basics as position descriptions and qualifications, salary ranges, merit increase guidelines, and performance evaluations. Hiring procedures should include such things as applications, background checks, and policies regarding hiring family members. Payroll procedures should be designed to ensure that duties are properly segregated to prevent the misappropriation of organizational resources.

Effect: Payroll and associated taxes is one of the largest expenses of the Organization and is an area which, if not controlled, can create a significant liability or can result in the loss of company resources. Additionally, several of the grant awards have specific requirements for items such as background checks, and adherence to Davis Bacon wage requirements. Failure to comply with these requirements can create a liability for costs which do not comply and can jeopardize future program funding.

Cause: As previously noted, the fiscal department appears to be poorly managed and as a result basic controls over payroll were not implemented. The human resource function has been combined with the payroll function due to the common purpose, however the individuals processing payroll do not have the knowledge and ability to properly manage human resources.

Recommendation: We recommend that the Organization design and implement procedures over the payroll and human resource functions immediately. This may require the Organization to obtain training or identify other resources available which can guide them in this process. They should ensure that all policies and procedures are designed to ensure compliance with contracts and grants.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

1) TCCAP will develop an internal HR and payroll management program. In this process, it will avail itself of the HR resources available on the Nonprofit Next web site in developing its program, procedures, and forms.
2) An existing personnel policy manual will be reviewed and updated or revised, as appropriate, as part of this process.
3) A draft employee handbook is being completed and instituted at TCCAP as part of this process. The policies in the personnel policy manual will be referenced or directly incorporated into the employee handbook, as appropriate.
4) After the program has been developed and implemented, TCCAP will engage an outside HR professional to complete an audit of the program and policies for legal compliance and adherence to best practices.

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5) Going forward, TCCAP will either hire sufficient staff to discharge these duties or outsource its HR and payroll functions to other competent organizations or vendors to ensure compliance.

FS-2012-08

Condition: The Organization failed to design and implement a procedure to anticipate and manage expenses and revenues to ensure that cash flows were sufficient to meet immediate and long term needs.

Criteria: The Organization should have a mechanism to compare budgeted expenditures against anticipated revenues so that periods of cash shortages can be identified and a plan can be implemented to cover the shortfall. This process should be done at the program level, and included in a budget reflecting the Organization as a whole. The plan must consider grantor restrictions on cash to ensure that restricted cash is not being used for organizational expenses.

Effect: Because the Organization did not have a plan to anticipate cash shortages, solutions to cash and credit shortfalls were reactionary and desperate. These actions included using restricted revenues for operating expenses, transferring cash from accounts held in a fiduciary capacity, holding accounts payable checks for several months, and utilizing company and employee credit cards to stretch credit. At times, the Organization had not requested funds for which they were entitled to reimbursement because Program Directors were not aware of the cash shortage. Additionally, funds received as a Community Services Block Grant (CSBG) were used by the Fiscal Director, without direction, to fill shortages in program funding rather than being allocated in a thoughtful and considered approach.

Cause: The fiscal department appeared to be unable to manage the number of funding sources providing resources to the entire organization. Some funding sources were controlled by the fiscal department which made the reimbursement request and received the associated revenue. Other funding sources were controlled by the Program Directors who were responsible for requesting reimbursement. No one area had a complete knowledge of all of the expected revenues and expenses and as a result, no one area was aware that the cash shortage had achieved a critical state.

Recommendation: The Organization should utilize the existing accounting system or other mechanism to create detailed program budgets which consolidate into an organizational budget. In order to shrink the revenue gap, program expenses should be carefully scrutinized to determine if they are necessary and if they are being purchased in the most cost beneficial manner. Allocated costs purchased at the organizational level such as workers compensation, liability insurance, and health insurance, should be examined and periodically compared to market prices to determine that the costs are competitive and appropriate. Costs which will be included in the indirect cost, fringe benefit, and leave pools should be carefully managed and should be scrutinized as to the appropriateness of including them as an indirect cost versus a cost directly charged to a program. The indirect cost rates should be determined at the beginning of the fiscal year and should not fluctuate based upon random increases in management salaries, or other unbudgeted expenses. Revenues should be forecasted and reimbursement for expenditures should be requested in a timely manner. The Organization should

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also carefully control and manage the CSGB funding as well as other unrestricted funding such as client fees and utilize these resources as part of a planned approach.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

1) Starting in January 2013, TCCAP Fiscal Department instituted a practice of tracking invoices issued the various division programs. This practice, coupled with historical time to payment information, allowed TCCAP to begin to proactively manage accounts receivable.
2) Starting in January 2013, TCCAP's Fiscal Department instituted a practice of cash flow forecasting based upon projected routine operating expenses, entered accounts payable, and projected receipts from the accounts receivable information. This practice has allowed TCCAP to proactively manage and plan cash flow.
3) The annual budgeting process is just beginning at TCCAP for FY2014. The division budgets are to be constructed based upon historical experience and projected changes to contracts to funding. The division budgets will be combined with a budget for agency administration and overhead to create an agency annual budget. This budget will be used to manage agency activities in the next fiscal year. As part of this process, organizational level expenses will be evaluated, competitively shopped, and properly assigned to individual projects and programs to the degree practicable.
4) The financial data from FY2013 and projected expenses for FY2014, including any projected increases to agency administrative staff salaries, will be used to establish the indirect cost rate for TCCAP in FY2014, which will then be consistently applied for FY2014 and not changed throughout the year. This process will be the template for development and use of the indirect cost rate in future fiscal years.

As of March 2013, planning is in process to initiate active use of the accounts receivable module of the accounting software system. The use of this functionality will allow issue of meaningful (and current) financial reports to support proactive management of agency financial matters.

FS-2012-09

Condition: The Organization failed to design and implement procedures to control and monitor the use of the organizations bank accounts.

Blank check stock was kept in a locked safe however the key to the safe was hidden where several employees could access the key if needed. Additionally signed but un-mailed checks for as much as $218,936 were kept in the safe which could be accessed by these same individuals. Stacks of checks were removed from the safe in order to prepare payroll and accounts payable checks with no control over the number of checks taken or returned as unused.

Checks for accounts payable were presented to authorized signers; however, supporting documentation was not provided to ensure that the checks were to pay legitimate expenses.

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Individuals with general ledger posting access were also authorized signers on some accounts.

General Journal entries were used freely and frequently had no backup or approval.

Accounts were not reconciled in a timely manner and when reconciled were not reviewed for old reconciling items. The operating account had a reconciling item of over $460,000 which had been outstanding for over a year, yet no one had resolved the issue at the time of audit.

Funds were transferred between accounts, and general journal entries were posted regularly with little supporting documentation and no evidence of approvals. As a result, money from a bank-restricted account related to the organization's bond was, at times, transferred for use in the operating account.

Several bank accounts at various banks were combined into one account on the general ledger. In some cases, activity in the accounts was not posted to the general ledger, but instead was only adjusted at the fiscal year end with a single entry to adjust the cash balance to the bank statement. Although in most cases the cash balance did not change significantly this process failed to record all the cash receipts and disbursements that accounted for the change, which, in some cases, were significant and caused revenue and expenses to be understated. Additionally since the monthly activity was not recorded, no procedures had been implemented to review the monthly bank statements for possible misappropriations.

Criteria: Controls over the bank accounts must be designed and implemented to prevent, or detect and correct errors including misappropriations. These controls should include such basics as securing check stock, preparing timely reconciliations, reviewing reconciliations and resolving outstanding items, as well as segregating the functions of approving cash transactions from accounting functions of recording and reconciling.

Effect: Ineffective controls over cash can create substantial losses for an organization. These losses, even if detected, may be impossible to recover and can have a devastating impact on the organization's reputation within the community.

Cause: The Organization lacked policies and procedures to control the use of bank accounts.

Recommendation: Because of the liquid nature of cash, preventative controls should be the first area of focus because detective controls often identify the error too late to prevent the loss of resources. Management should design and implement controls over the bank accounts immediately. These controls should include controlling access to blank check stock, reviewing individuals with check signing authority and educating them on their responsibilities, and creating policies to require the timely reconciliation of accounts and the review and resolution of outstanding items.

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Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

1) TCCAP will review its existing Accounting and Financial Policies and Procedures Manual, update and revise it as warranted, and then implement the control procedures documented in the manual.
2) The process of reviewing, revising, and implementing the accounting procedures will specifically address the items identified in the Recommendation for this condition.
3) The Special Trustee has already substituted appropriate personnel to act as signatories and/or to have transfer privileges and multiple signers are now required to ensure the security of the Organization's financial accounts and oversight over them.
4) Management has implemented internal controls that require review and approval of planned expenditures combined with a cash management system that allows checks processed to be issued immediately.

FS-2012-10

Condition: The Organization failed to responsibly manage funds held in a fiduciary capacity for the Guardianship Program. At the time of the audit $375,000 was owed to clients serviced by the Guardianship program because funds had been transferred from the guardianship account to the TCCAP operating account in order to meet organizational expenses. Additionally the Guardianship account had not been reconciled to the bank statement since December 2010. The Organization also provides accounting services for a separate entity, Cornerstone Housing North, and made an online transfer of $35,000 from the Cornerstone Housing North account into the TCCAP operating account. The transfer from the Guardianship Program is recorded as a liability on the financial statements at June 30, 2012. The transfer from the Cornerstone Housing North reserve account was repaid prior to the end of the fiscal year.

Criteria: Funds held in a fiduciary capacity or as an agent for another Organization must be segregated from the accounts of the organization. These funds have been entrusted to TCCAP to be used only for an appropriate purpose. Policies must be written and enforced which strictly prohibit the use of these funds for any purpose not specifically allowed by agreement.

Effect: At June 30, 2012, the Organization is liable for $375,000 which is owed to client of the Guardianship Program. This has been recorded as a current liability on the financial statements.

Cause: It appears that cash flow issues within the Organization created pressures which led the fiscal director to access these funds by transferring them into the operating account. This process was performed more than once, the earlier transactions being repaid when organizational cash flow allowed. As cash flow needs within the Organization became more critical, it became impossible to repay the amount that had been transferred from the account.

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Recommendation: The Organization should review current access to these types of accounts along with other bank accounts and restrict access to a few individuals. Controls should be designed and implemented to carefully monitor activity in these accounts. Policies, including penalties for violation should be written and enforced. These accounts along with other bank accounts should be reconciled at least monthly and any issues should be resolved timely.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

1) TCCAP has instituted controls that require dual signatures to authorize the transfer of funds into its operating account from any other accounts and documentation of all such transfers in the accounting records of the agency.
2) Regarding the Guardianship account, future transfers will require approval of the fiduciary on the account.
3) In mid-November 2012, proceeds from a long-term debt restructuring transaction were used to replenish the $375,000 Guardianship account, and approximately $150,000 of the $375,000 was then returned to Guardianship's main client account at another bank, leaving $225,000 in the account at Northway Bank in Berlin. Subsequently, $224,000 was removed from the Northway account and improperly used to pay TCCAP general operating expenses, leaving $1,000 in the account and a balance of $224,000 owed to Guardianship.
4) In early March, TCCAP committed to a repayment scheduled for these funds of approximately $20,000 per month, cash flow permitting. By the end of March 2013, $20,000 will have been repaid.
5) The process of updating and revising accounting procedures discussed in response to a prior condition will include requirements for monthly reconciliation of bank statements.

It should be noted that efforts to analyze and streamline TCCAP's operating programs, as well as streamlining of invoicing and collection processes, are expected to, over time, alleviate the cash flow pressures that lead to the action addressed in this condition. Similarly, the Organization's restructuring and adopting of required policies as noted above will create processes, procedures, controls and oversight and a general operating environment where such practices will not be tolerated or permitted.

FS-2012-11

Condition: Several program directors did not have a complete knowledge of the federal and state grants which fund their programs. When asked to relate their program funding to a schedule of expenditures of federal awards, most program managers were unable to identify all the grants which provided the funding for their programs. Additionally, several program managers did not have copies of the grants and did not appear to be familiar with the details of the grant documents.

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Criteria: Program managers and other staff should have a complete and thorough understanding of the grants which provide funding for their programs so that they can implement procedures to ensure compliance with the types of requirements that could have a direct and material effect on their programs.

Effect: The fiscal department spent a considerable amount of time preparing the Schedule of Expenditures of Federal Awards because the staff had difficulty relating the revenues and expenses posted to the general ledger to the award document. This reconciliation process required several adjustments to the general ledger to record revenues and expenses to the correct programs. Additionally, revenues received under the CSBG grant had to be reallocated at year end to ensure that the Organization incurred sufficient qualifying expenses to warrant reimbursement. Program Directors did not identify or did not request corrections during the year for items posted to their programs incorrectly because they did not have the detail of the award documents to verify the terms of the award. Additionally, although the fiscal department was able to correct postings to revenue, because they are not familiar with all of the programs, the staff had difficulty in determining if the associated expenditures were appropriate.

Cause: No one area appears to have all of the information necessary to identify posting issues during the year and to monitor and correct both revenues and expenses on a timely basis.

Recommendation: A process must be developed to provide both the Program Directors and the Fiscal Department with information about each program and its sources of funding. Program Directors should have current complete copies of the awards, contracts and grants which affect their programs. They should be able to relate this information to the Catalog of Domestic Federal Awards and should understand all of the financial reporting requirements and grant compliance requirements for each award. The Program Directors and the Fiscal Department should work together to ensure the accuracy of this information throughout the year.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

1) In January 2013, Program Directors were required to assemble and summarize all contracts and grants they administer. This requirement initiated familiarization of these personnel with these requirements.
2) TCCAP will institute a grant and contracting process that will involve review of compliance requirements at the time that budgets and applications are being prepared. A summary of the requirements will be generated during this time and a copy transmitted to the Fiscal Department. The summary will be used as a reference by both the Program Directors and the Fiscal Department in fulfilling accounting and reporting requirements for individual projects.
3) TCCAP will institute the requirement that copies of all grants and contracts will be retained by both the Fiscal Department and the Program Director of the program executing the grant or contract. As a part of their job description, Program Directors will be accountable for understanding all of the compliance requirements associated with the programs that they run as articulated in the grants, contracts, and applicable regulations. Together, the Program Directors and Fiscal Department will be accountable for ensuring financial and accounting

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compliance with these requirements with, for FY2014, ultimate responsibility and authority resting with the Program Directors for the accuracy of the information and allocation and acceptance of expenses.

4) The Accounting and Financial Policies and Procedures Manual which is being updated, will require a monthly budget to actual report for all programs administered by Program Directors be timely issued. It will include a policy requiring a periodic meeting with the CFO and Program Directors to review these reports, discuss budget variances, develop modification plans and identify developing issues for timely action. Starting in FY2015, Program Directors will review accounting reports for their grants and contracts to provide quality assurance on the allocation of expenses; however, the ultimate responsibility for accuracy of information and allocation of expenses in compliance with grant and contract requirements will rest with the Fiscal Department. This transition assumes that the Fiscal Department will have hired the necessary staff to track and ensure compliance and that it will have acquired the necessary infrastructure to accomplish this responsibility.

5) Program Directors will be required to attend training sessions, both internally and externally, to gain the requisite knowledge needed to administer their programs in compliance with legal and regulatory requirements. Program Directors who are unwilling or unable to make such a commitment may need to be replaced or reassigned within the Organization.

6) Program Managers will be supported in their obligations set forth herein by a Chief Operating Officer and Chief Executive Officer, as well as by the Chief Financial Officer. Additionally, a Grants Manager assigned to TCCAP administration will act as a central repository for all grants submitted and approved, and will support program staff in managing those grants.

FS-2012-12

Condition: The Organization failed to maintain deposit account balances in accordance with the USDA Loan Security Agreements. At the time of the audit the balance in the account was $93 while the required balance was $52,497.

Criteria: As part of the requirements listed in the Loan Resolution Security Agreements executed with the USDA, the Organization is required to deposit specific amounts into an account until a maximum deposit balance has been achieved after which deposits may be suspended except to replace withdrawals.

Effect: TCCAP is not in compliance with the USDA loan agreements. Default under the provisions of the agreement may be construed by the Government to constitute default under any instrument held by the Government and executed by the organization.

Cause: The Organization lacked policies and procedures to ensure that the required balance was maintained.

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Recommendation: The Organization must design and implement procedures to ensure that the required deposit balances are maintained in accordance with the Loan Resolution Security Agreement.

Management Response: Management concurs with the commentary on this condition. Specific action planned to address this condition includes:

1) Restoring the proper balance to this account as cash flow permits and/or seeking modification from the USDA relative to this balance requirement;
2) Revising TCCAP's Accounting and Financial Policies and Procedures Manual to require timely review and compliance with all loan security agreements signed by the agency; and
3) Revising the Manual to provide that funds may not be removed from deposit accounts established pursuant to loan security agreements without obtaining proper consent from the lending Organization and in compliance with all other provisions of the governing agreement.

FS-2012-13

Condition: Staff did not appear to have a thorough understanding of the types of costs which are allowable under Cost Circular A-122. Evidence of this included costs for interest and late fees being allocated to programs receiving federal funding. Although in each case, other non- federal funding was also available to the program to cover the amounts of interest and late fees, employees should be educated on the types of expenses which are not allowable for federal reimbursement.

Criteria: All employees who have any responsibility for managing program costs which will be reimbursed with federal funds should have training in costs that are allowable under Cost Circular A-122. They should be given access to the cost circulars so that they can refer to them as needed. Employees who have responsibility for approving and coding expenses for posting in the accounting system should be instructed to carefully consider the expenses to be sure it is posted correctly. Employees requesting federal reimbursement of expenditures must be careful not to include unallowable costs in the calculation of the reimbursement request.

Effect: Costs which are unallowable per Cost Circular A-122 cannot be used as expenditures for federal reimbursement. Reimbursements made using unallowable costs are subject to repayment to the federal awarding agency.

Cause: Although the Organization participated in various types of training, it does not appear that the Organization provided employees with training regarding the management of federal funds. It does not appear that management emphasized the level of responsibility associated with the acceptance of federal funding.

Recommendation: The Organization should provide training to employees so that they are fully educated on the types of costs which are allowable. In addition the Organization should develop a policy regarding costs which are not specifically addressed in the circular and how the employee should determine if the cost is reasonable and necessary. Several low cost options are available

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including free access to the circular on the OMB website, and various training classes offered online, through the awarding agencies, or through the NH and MA Societies of Certified Public Accountants.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

1) The recruiting process for a CFO and experienced accountant will include determining their knowledge level of federal regulations, allowable costs and cost allocation plans. Understanding of federal, state and local grant awards will be part of the recruitment discussion.
2) Staff training will be defined in the updated Accounting and Financial Policies and Procedures Manual.

FS-2012-14

Condition: The Organization lacks a procedure to periodically evaluate costs to determine that the accounting system is correctly charging expenditures in a fair and equitable manner. As a result, management could not be certain that they had incurred sufficient expenditures to support the receipt of federal and other funds without significant reallocation and adjustment.

Criteria: All organizations, but particularly organizations that receive reimbursement of expenses through federal and state grants, must develop a procedure to ensure that costs are captured and recorded accurately. This includes ensuring that the cost is necessary and allowable, it is recorded in the correct period, and that it is charged to the correct program. Costs that are shared among multiple programs must be allocated in a fair and equitable manner.

Effect: The cost of facilities owned by TCCAP and used by various programs was not based upon a recent analysis of costs and square footage. As a result several programs were undercharged or overcharged for the cost of the space provided by TCCAP. In addition, the cost related to vehicles rented for the alcohol and other drug programs was included in the indirect cost pool and allocated over all the programs as a portion of the indirect cost rate. Lastly, the workers compensation insurance rates being used to allocate costs to the programs was incorrect and was over- allocating approximately $60,000 of expense to the various programs. These issues were addressed and corrected prior to the issuance of the final financial statements.

Cause: The Organization had been approved to use an indirect cost rate, and the costs included in the rate had not previously been found to be incorrect or unallowable. However, it is the organizations responsibility to ensure that the costs included in the indirect rate are appropriate.

Recommendation: Management must be diligent in evaluating all expenses including expenses which are included in the indirect cost rate. Prior treatment of a specific cost does not ensure that similar treatment will be appropriate in all occasions. Creating a budget of expenses to be included in the indirect cost rate versus those which should be charged to programs will give the program directors and accounts payable clerk a guide for posting the expenditures instead of expecting them to

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make on- the- spot decisions. This will also prevent adjustments at year end which could result in insufficient expenses to support reimbursement of federal and state funds.

Management Response: Management concurs with the commentary for this identified condition. Actions taken to address this condition include:

1) TCCAP has instituted an enhanced review and approval process for the coding, classification and processing of financial transactions.
2) TCCAP has also designed and implemented a cost allocation plan for shared cost items.
3) A budget for indirect expenses is being developed with approval expected for the fiscal year beginning July 1, 2013.

As a result of the above changes, management believes this finding has been satisfactorily resolved.

FS-2012-15

Condition: Although the Organization states in its accounting policies that it complies with the requirements to report net assets as unrestricted, temporarily restricted, and permanently restricted, they failed to follow that policy and recorded all net assets at year end as unrestricted.

Criteria: Non Profit accounting policies require that net assets be reported according to class. Unrestricted net assets should include only assets which are available for the organization's use without any donor imposed restrictions. If donations, grants or other funding is received from a donor with the expectation that the funds will be used for a specific purpose or expended during a specific time, then any funds unexpended for the intended purpose must be reported as temporarily restricted and held as temporarily restricted until expended in accordance with the donor's restriction.

Effect: It is nearly impossible to determine if the Organization has met the requirements to release funds received in prior years from restriction. Based upon our audit of current year grants and donations, which include amounts which should be classified as temporarily restricted, it is likely that similar amounts existed in prior years. These amounts most likely relate to private donations, and county and town funding because federal funding requires regular reporting of expenditures to request reimbursement.

As noted above, the total amount of federal funds was most likely expended for the correct program; however, it is possible that the funds were not spent in the grant-prescribed proportion of administrative versus program expenditures. This could create a liability to the federal awarding agency should the costs be examined and found to be reimbursed in error.

Private donations and county and town funding often does not require any type of reporting in order to receive the revenues. In many cases the funds are provided in advance of the Organization incurring the expenditure. It is very possible that there were funds remaining from these donors which were included in unrestricted net assets in prior years, and therefore not used for the donors intended purpose.

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Both of these situations create an unknown liability which may be impossible to determine and, therefore, cannot be recorded in the financial statements. However, this issue was clearly disclosed in the notes to the financial statements.

Cause: The Organization did not know how to use the accounting system to track funding so that the total of temporarily restricted assets could be determined. Lastly, it appears that the Organization did not understand its obligations to donors and, therefore, did not have a policy or procedures in place to identify these restrictions and track the funds to be sure of their use in accordance with the donor's wishes.

Recommendation: The Organization should develop a policy regarding the acceptance of donations and other grants. This should be completed in conjunction with consideration of a risk management policy. The Organization should create a standard form which should include an identification of any restrictions imposed by the donors on the award since many private donors fail to stipulate this in their own documentation. The fiscal department employees as well as other program staff should be educated on the proper classification of net assets. The accounting system or other mechanism should be utilized to track revenues which are unexpended at the fiscal year end. If the donation is restricted as to the allowable time frame for expenditure, then the donation should be returned to the donor. If there is no time restriction then they should record these revenues as temporarily restricted in the financial statements. These funds should be made available in the subsequent year for continuation of the donated purpose.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

1) TCCAP will amend its accounting procedures and practices to ensure that net assets are recorded as unrestricted, temporarily restricted, or permanently restricted. Further, temporarily or permanently restricted assets will be maintained in an account separate from TCCAP's operating bank account and will not be released to operating use unless and until compliance with the restrictions has been demonstrated and approved by both the CEO and CFO. Documentation of compliance will be retained in the agency's accounting records.
2) The revised procedures will be used as the basis for training Fiscal Department and division staff regarding the proper management of net assets and associated restrictions.

Any policies adopted shall specifically reference the need to consult competent legal counsel so as to ensure the proper categorization, management, recording, and disposition of any such assets in the event that any such questions arise.

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FS-2012-16

Condition: The Fiscal Department did not have a policy to ensure that all liabilities were identified and recorded in the financial statements. The Organization did not properly account for accounts payable checks that were prepared but were held and not mailed at year end. Additionally, liabilities for other items such as credit cards, other loans, and Enterprise Rental Car charges were not recorded.

Criteria: The Organization must design and implement a procedure to ensure that all liabilities are identified and reported in the financial statements. This includes liabilities for items which may not have been billed to the organization, as well as contingent liabilities such as lawsuits and environmental remediation requirements. If an amount cannot be determined, but it is likely that the liability has been incurred, then the Organization should disclose the information in the notes to the financial statements.

Effect: The Organization failed to record an adjustment for $218,936 of checks held at year end. Additionally, they did not record the balance on credit cards which had not been submitted for payment as well as rental car charges which had not been billed.

Cause: It appears that the fiscal department did not have a clear understanding of its responsibilities to identify and record, or disclose all liabilities.

Recommendation: We recommend that the fiscal department be provided training on how to identify and report liabilities in the financial statements. A procedure should be developed to assist them in this process and to require management to review this information to ensure that the reporting is complete.

Management Response: Management concurs with the commentary for this identified condition. Actions taken to address this condition include:

1) Management has ended the practice of preparing checks and holding checks.
2) The Fiscal Office is now recording all financial transactions of the Agency.

With the two changes referenced above, management feels this finding has been nearly (if not completely) resolved.

FS-2012-17

Condition: The listing of property and equipment appeared to include many items which were very old and most likely no longer being used by the organization. Examples of this include computers purchased in 1996 and automobile repairs from 1998 although no cars exist from that year. These items were fully depreciated; however, the balance sheet accounts should be adjusted to reflect the disposal of items which have been scrapped or sold.

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Criteria: The listing of property and equipment should be reviewed at least annually and should be adjusted for assets which have been scrapped or sold. A physical inventory should be performed to identify the existence and location of assets.

Effect: The assets and related depreciation of the Organization are overstated. In most cases, the assets were fully depreciated, and, therefore, there was no net effect on the balance sheet.

Cause: The Organization did not design and implement a policy which requires the review and adjustment of the property and equipment listing.

Recommendation: Design and implement a policy for property and equipment.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

1) TCCAP's Accounting and Financial Policies and Procedures Manual will be revised to require maintenance of a physical inventory of all assets valued at $5,000 or more at the time of their acquisition. It will also require adjustment of the inventory to reflect sale, loss, destruction, disposal or full depreciation of assets when such events occur, as well as all other aspects of fixed asset management.
2) Fixed Asset management will be the responsibility of the experienced accountant being recruited.

FS-2012-18

Condition: Procedures over the control of the weatherization materials inventory are inadequate. The fiscal department makes one entry at the end of the fiscal year to adjust the balance in the inventory account to agree to the value calculated from a physical count. However, no procedure exists to track and record the value of the items removed from inventory to ensure that all inventory has been accounted for and used for the weatherization programs.

Criteria: The Organization is required to implement procedures designed to safeguard organizational assets. This includes an inventory system which is capable of tracking additions to inventory for purchases, and reductions in inventory for items used by the organization.

Effect: Failure to safeguard inventory could result in the loss of organizational assets.

Cause: The Organization lacks a system to track items removed from inventory and to record the costs in the accounting system.

Recommendation: The Organization should develop a system which would allow the tracking of items removed from inventory so that the expense can be properly recorded. In this manner, the ending inventory should require minimal adjustment at year end and any errors or misappropriations can be detected.

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Management Response: Management concurs with the commentary for this identified condition. TCCAP has initiated revision of the manner in which materials are received into inventory and their use on projects is expensed in real time. Planned actions to address this condition include:

1) Revising TCCAP's Accounting and Financial Policies and Procedures Manual to require use of the revised inventory management system currently in development.
2) A manual job cost accounting system along with a perpetual inventory system will be considered in the revisions to the Accounting and Financial Policies and Procedures Manual.
3) An electronic inventory system will be instituted that will provide an accurate accounting of the cost of weatherization materials purchases, materials on hand and materials installed on each job. The target date for installation and utilization of this system is April 30, 2013.

FS-2012-19

Condition: The Organization utilized several credit cards to purchase items which could have been purchased locally or could have been set up as direct bill items with established vendors. Additionally, some employees utilized personal credit cards to purchase items which could have been purchased by TCCAP.

The programs included in the Energy, Community, Housing, Homelessness and other division utilized several credit cards linked to a single Chase credit card account. Purchases on this card could be $20,000 to $30,000 monthly and the account had a $40,000 limit. This process required significant effort on the part of program management to ensure that costs were posted into the accounting system correctly.

Other Program Directors were issued separate credit cards which frequently were paid late and incurred interest and late fees.

Lastly, an employee frequently used a personal credit card to make purchases for thousands of dollars. When questioned, the employee stated that this had been done for the convenience of management, and at times due to cash flow issues within the organization, however, the employee received immediate reimbursement for the charges incurred indicating that the Organization had sufficient resources to purchase these items.

Criteria: Policies regarding the use of credit cards should be designed and implemented.

Effect: Credit card usage can be difficult to capture and record correctly in the financial statements which may result in unrecorded liabilities, miscoding of expense detail, or unauthorized transactions.

Cause: It appears that credit cards were used primarily because of the ease in making purchases. Instead of the Organization creating a direct bill arrangement with the vendors most frequently used, they provide credit cards so that purchases can easily be made. The use of credit cards may have also

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increased due to tight cash flow at the Organization and difficulty in obtaining vendor credit due to poor payment history.

Recommendation: The Organization should design and implement policies and procedures to control the use of credit cards and should limit their use to the greatest extent possible without creating operating inefficiencies. Receipts should be provided for each credit card purchase, and statements should be submitted and paid timely so as to avoid interest and late fees. Under no circumstances should an employee use a personal credit card to purchase items which should be purchased by the Organization with the possible exception of items specifically allowed for in a expense reimbursement policy.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

1) TCCAP will ensure that an expense reimbursement policy is included in its employee handbook and in the updated Accounting and Financial Policies and Procedures Manual. The policy will clearly articulate appropriate use of personal credit cards for agency business including the required submittal of receipts for all credit card transactions pursuant to expense reporting requirements.

TCCAP will revise its Accounting and Financial Policies and Procedures Manual to clearly articulate the permitted uses of agency credit cards and necessary prior authorizations therefor. Original receipts will be required for all credit card transactions.

FS-2012-20

Condition: The Organization did not have a process to track receivables due from management and other employees for travel advances and spouse travel expenses.

Management and other employees frequently received travel advances which were posted as a receivable to the Travel Advance account in the accounting system. When the employee submitted an expense reimbursement, the amount of the travel advance was to be a reduction in the amount reimbursed to the employee. However, the Travel Advance account was not reconciled and no subsidiary ledger was kept to determine who had received advances. As a result, the account has an amount due from employees however it could take significant effort to determine the specific employee that has an outstanding advance.

The Organization also allowed employees to bring spouses on various trips throughout the year. The cost of the spouses travel was paid by the company and posted as a receivable to the Due from Employee account in the accounting system. These amounts were usually repaid through payroll deductions over a period of time. However, the Due from Employee account was not reconciled and no subsidiary ledger was kept to determine the specific employee that owed the company for spouse travel expenses.

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Criteria: All balance sheet accounts, including those for travel advances and other receivables, should be reconciled at least monthly to a subsidiary schedule or other supporting documentation.

Effect: The Organization may have difficulty determining the legitimacy and collectability of these balances which may require the amounts to be written off, ultimately resulting in a loss of revenue.

Cause: The fiscal department did not have a procedure in place which included monthly reconciliation of these accounts as part of an overall internal control system.

Recommendation: Immediately implement procedures to require the reconciliation of balance sheet accounts to subsidiary ledgers or other supporting documentation. Management should evaluate the cost effectiveness of researching amounts which are not currently identified and should adjust the account balances accordingly.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

1) TCCAP will terminate the practice of pre-paying and seeking reimbursement of spouses' travel with employees; all costs for spouse travel will be paid by individual employees and their spouses.
2) TCCAP will revise its Accounting and Financial Policies and Procedures Manual to require bi-weekly accountability by the employee for travel expenses incurred and at least monthly reconciliation of all travel advances vs. reported expenses.

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C. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

SA-2012-01

Condition: Management failed to design and implement a procedure to ensure that the drawdown of federal funds was only for immediate needs and that reimbursement was requested only after the costs had been incurred.

Advanced funding of $538,736 for program costs for the fuel assistance program funded through federal CFDA 93.568 was received on 12/13/11. Expenditures were $29,503. Yet the remaining $509,233 had been spent on organizational operating expenses.

Advanced funding of $51,839 for administrative costs for the fuel assistance program funded through federal CFDA 93.568 was received on 12/13/11. Expenditures were $8,699 yet the remaining $43,140 had been spent on organizational operating expenses.

Advanced funding of $14,781 for the Heating Repair and Replacement Program funded through federal CFDA 93.568 was received on 12/12/11. Expenditures were $7,767 yet the remaining $7,014 had been spent on organizational operating expenses.

Funding in excess of expenditures was received for the Head Start Program in the amount $345,041 all of which has been recorded as restricted net assets.

Advanced funding of $100,767 from the Community Services Block Grant, CFDA 93.569 was awarded; however, because this grant can be used for multiple purposes, it is likely that the Organization had sufficient expenses to warrant the expenditure of the advance upon receipt.

Criteria: TCCAP is required to design and implement procedures to ensure that the drawdown of funds is only for immediate cash needs, and that reimbursement is requested only after costs have been incurred. If the Federal awarding agency has determined that reimbursement is not feasible because the recipient lacks sufficient working capital, the Federal awarding agency may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency shall advance cash to the recipient to cover its estimated disbursement needs for an initial period generally geared to the awardee's disbursing cycle. Thereafter, the Federal awarding agency shall reimburse the recipient for its actual cash disbursements. To the extent available, recipients shall disburse funds available from advanced funding before requesting additional cash payments.

Effect: TCCAP did not comply with Cash Management compliance requirements which had a direct and material effect on the major federal programs.

Cause: Federal funds which were received as advanced funding were not properly segregated from the general operating account. In fact, although a separate bank account had been established for the fuel assistance program, the account had been linked through an automatic sweep to the operating account, whereby any unused funds in the fuel assistance account were automatically transferred to the operating account. Because the Organization was experiencing significant cash flow shortages, the funds were almost immediately expended to cover operating expenses.

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Recommendation: The Organization must design and implement procedures to ensure that funds advanced by an awarding agency are expended as closely as possible to receipt of the advance. Excess funds should be kept in a deposit account insured through FDIC coverage and only expended for the intended program.

Management Response: Management concurs with the commentary for this identified condition. For direct funded federal programs, the Agency has already enhanced its separation of duties and responsibilities, review, approval and documentation to support funds drawn down are in compliance with established Federal Regulations.

The current practice is funds drawn down are expended within 1 or 2 days of receipt of the Federal Funds. Other planned actions to address this condition include:

1) In January 2013, TCCAP instituted practices to invoice for expenses as early and as frequently as practicable to improve cash flow. This effort has the effect of expending advanced funds as closely as practicable to receipt of the advance.
2) TCCAP will retain excess funds from LIHEAP and other advances in a dedicated FDIC-insured account separate from TCCAP operating accounts. Withdrawals from these accounts will only be permitted after acceptance of relevant invoices and documentation by the awarding agency and under a dual signature system with TCCAP. Documentation of all such transfers will be retained with the agency's accounting records.
3) These practices will be documented in the agency's Accounting and Financial Policies and Procedures Manual and enforced by senior management under the oversight of the Board.
4) Going forward, responsibility for monitoring the condition noted herein will be specifically assigned to one or more members of TCCAP's senior management team.

SA-2012-02

Condition: Our audit of the controls over the Fuel Assistance Program revealed that the program failed to comply with the requirement to provide reasonable assurance that no purchase of goods or services is made with any debarred or suspended party.

Criteria: One of the compliance requirements related to the administration of the federal grant funding the fuel assistance program requires that vendors be checked against a federal register to determine if they have been suspended or debarred for providing services or materials purchased with federal funds.

Effect: Although none of the fuel assistance vendors we examined were included on the federal register of debarred or suspended parties, the organization must have a process to ensure that parties are check against the list prior to purchasing goods or services.

Cause: The procedure manual provided to TCCAP for the administration of the program by the NH Office of Energy and Planning, instructed the Program Director to obtain a vendor application

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including a certificate of good standing from the State of NH. The State Fuel Assistance Program Manager at the OEP did not realize that this process would not meet the requirements to verify that the vendor was not suspended or debarred.

Recommendation: The Organization should implement procedures to check vendors against the federal list of parties who have been suspended or debarred.

Management Response: Management does not fully concur with the commentary for this identified condition. TCCAP was operating in a manner consistent with guidance and direction received from OEP. Nevertheless, given that the guidance and direction may have been incorrect and that TCCAP is ultimately responsible for compliance, planned actions to address this condition include:

1) The ECCHO Program Director will be required to check the federal list of suspended and debarred vendors prior to entering into agreements to acquire products or services from any vendor in conjunction with the Fuel Assistance Program.
2) TCCAP will revise its Accounting and Financial Policies and Procedures Manual to require checking of the federal list of suspended and debarred vendors prior to release of payments to vendors for Fuel Assistance Program expenses.
3) TCCAP will coordinate with State funding agencies, particularly, New Hampshire Office of Energy and Planning to ensure that it is in full compliance with all legal and regulatory requirements.
4) TCCAP is currently restructuring its ECCHO Program and will, as part of its restructuring, include new procedures for ensuring compliance going forward.

SA-2012-03

Condition: Our audit of the controls over the Weatherization Program revealed that TCCAP failed to implement a system to comply with materials procurement procedures.

Criteria: When purchasing materials in excess of $5,000 in aggregate annually the Organization is required to obtain competitive bids in accordance with Cost Circular A-122.

Effect: Failure to follow materials procurement procedures is a violation of the Procurement, Suspension and Debarment compliance requirements material to the Weatherization Program.

Cause: The Weatherization Program requires the purchase of materials which individually do not meet the requirements for competitive bids but in the aggregate exceed the $5,000 dollar threshold. A procedure had not been designed or implemented to comply with this requirement.

Recommendation: The Organization should design and implement a system to comply with material procurement procedures.

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Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

1) Revising TCCAP's Accounting and Financial Policies and Procedures Manual to require that purchases of materials that will exceed $5,000 in a given contract year be put out to competitive bid; and
2) Training of all Program Directors and project managers regarding this requirement; and
3) Formulating and implementing a bid system for all weatherization material items costing over $5,000 annually in aggregate. The target date for implementation is 4/30/13. Certain items will be put out to bid on an annual basis and others quarterly. The system will address all the criteria set forth in the NH Weatherization Policy and Procedures manual. In addition, changes in procurement will dovetail into a new inventory system.

SA-2012-04

Condition: Our audit of the controls over the Weatherization Program revealed that TCCAP failed to comply with Davis- Bacon Act wage requirements.

Criteria: Per the grant documentation for the Weatherization Program, employees must be paid in accordance with Davis-Bacon Act wage requirements which requires that employees must be paid the local prevailing wage on federally funded or assisted contracts in excess of $2,000.

Effect: Failure to follow the Davis-Bacon Act is a violation of one of the types of compliance requirements material to the Weatherization Program. The total amount of wages calculated to comply with the requirements of Davis-Bacon for the fiscal year ended June 30, 2012 is $5,652.23.

Cause: The calculation to determine the value of non-cash fringe benefits contained errors which calculated the value at an amount higher than the actual value. A recalculation of the amount revealed that some employees were paid less than the NH Davis-Bacon Act wage rate.

Recommendation: The Organization should design and implement a system to comply with material procurement procedures.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

1) TCCAP will make corrective payments to the employees affected by this miscalculation of non-cash fringe benefits;

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2) TCCAP will revise its calculation of compensation of its employees subject to the Davis-Bacon Act wage requirements to ensure that the compensation fully complies with the Act; and

3) TCCAP will revise its Accounting and Financial Policies and Procedures Manual to require that Davis-Bacon Act compensation calculations are reviewed and revised, if and as appropriate, whenever changes are made to TCCAP's non-cash fringe benefits.

PRIOR YEAR FINDINGS AND QUESTIONED COSTS

Condition: Management did not file single audit reports with the federal government within the 9 month reporting window.

Criteria: OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations require that single audits are completed within 9 months of the end of the audit period.

Effect: Late filing of single audit reports could result in sanctions against the entity.

Cause: Management did not follow this A-133 requirement.

Recommendation: Follow compliance requirements of filing needed single audit reports within 9 months of the end of audit period.

Response: Due to agency changes in administration, the corporation was unable to gather required audit documents in a timely fashion.

Follow up: The Organization is aware of the need to file timely reports and complied with this requirement for the year ended June 30, 2012.

TRI-COUNTY COMMUNITY ACTION PROGRAM

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2012

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Head Start	93.600	01CH1041/45	$ 1,158,270
Head Start	93.600	01CH1041/46	1,235,276
thru the State of New Hampshire Office of Energy and Planning:			
Low-Income Home Energy Assistance	93.568	G-12B1NHLIEA	269,884
Low-Income Home Energy Assistance - Assurance	93.568	G-12B1NHLIEA	125,296
Low-Income Home Energy Assistance	93.568	G-12B1NHLIEA	5,489,026
Low-Income Home Energy Assistance - SEAS	93.568	1023317	6,973
Low-Income Home Energy Assistance - HRRP	93.568	G-11B1NHLIEA	80,891
thru the New Hampshire Coalition Against Domestic and Sexual Violence:			
Family Violence Prevention and Services/Grants for Battered Women's Shelters-Grants to States and Indian Tribes	93.671	-	49,793
thru the Lakes Region Partnership for Public Health, Inc.			
Affordable Care Act - Medicare Improvements for Patients and Providers	93.518	10AANHMADR	5,981
Centers for Medicare and Medicaid Services (CMS) Research Demonstrations and Evaluations	93.779	IXOCMS330779-01-00	7,545

See Accompanying Notes to Schedule of Expenditures of Federal Awards

TRI-COUNTY COMMUNITY ACTION PROGRAM

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2012

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
thru the State of New Hampshire Health and Human Services			
Projects for Assistance in Transition from Homelessness	93.150	-	79,829
Temporary Assistance for Needy Families	93.558	-	352,607
Block Grants for Prevention and Treatment of Substance Abuse	93.959	1008964	275,358
Temporary Assistance for Needy Families - JARC	93.558	-	24,300
Special Programs for the Aging-Title II, Part B-Grants for Supportive Services and Senior Centers	93.044	1016495	64,583
Social Services Block Grant	93.667	1008747	2,743
Community Services Block Grant	93.569	1019248	628,329
Medical Assistance Program	93.778	1008784	65,969
National Family Caregiver Support, Title II, Part E	93.052	1008784	20,646
Centers for Medicare and Medicaid Services (CMS) Research Demonstrations and Evaluations	93.779	1008784	8,962
Special Programs for the Aging-Title IV, and Title II Discretionary Projects	93.048	1008784	4,590
Social Services Block Grant	93.667	1008747	5,196
Social Services Block Grant	93.667	1016495	90,324
Special Programs for the Aging-Title III, Part C-Nutrition Services	93.045	1016495	219,176
Special Programs for the Aging-Title III, Part B-Grants for Supportive Services and Senior Centers	93.044	1016495	3,545

See Accompanying Notes to Schedule of Expenditures of Federal Awards

TRI-COUNTY COMMUNITY ACTION PROGRAM

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED JUNE 30, 2012

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
thru the State of New Hampshire Health and Human Services - continued			
Nutrition Services Incentive Program	93.053	-	70,946
Grants to States for Access and Visitation Programs	93.597	1006180	13,310
Preventive Health and Health Services Block Grant	93.991	90072003	9,762
TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			10,369,110
U.S. DEPARTMENT OF ENERGY			
thru the State of New Hampshire Office of Energy and Planning:			
Weatherization Assistance for Low-Income Persons	81.042	EE00060	66,020
Weatherization Assistance for Low-Income Persons - ARRA	81.042	02RRWB09	1,162,803
Weatherization Assistance for Low-Income Persons - ARRA	81.042	DE-EE0000161	204,834
Energy Efficiency and Conservation Block Grant Program	81.128	-	85,084
thru the New Hampshire Community Loan Fund, Inc.			
Weatherization Assistance for Low-Income Persons	81.042	DE-EE0004212/001	138,694
TOTAL U.S. DEPARTMENT OF ENERGY			1,657,435
U.S. CORPORATION FOR NATIONAL AND COMMUNITY SERVICE			
Retired and Senior Volunteer Program	94.002	10SRANH001	73,107

See Accompanying Notes to Schedule of Expenditures of Federal Awards

TRI-COUNTY COMMUNITY ACTION PROGRAM

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2012

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF AGRICULTURE			
Rural Housing Preservation Grants	10.433	-	16,500
Rural Housing Preservation Grants	10.433	-	25,085
Child and Adult Care Food Program	10.558	-	96,291
Supplemental Nutrition Assistance Program - ARRA	10.551	-	13,295
TOTAL U.S. DEPARTMENT OF AGRICULTURE			151,171
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
Supportive Housing Program	14.235	NH0009B1T001003	169,018
thru the State of New Hampshire Department of Health and Human Services:			
Supportive Housing Program	14.235	1018274	32,512
Supportive Housing Program	14.235	-	130,182
Homeless Prevention & Rapid Re-Housing Program - ARRA	14.257	1012249	267,253
Housing Counseling Assistance Program	14.169	8612-0156	13,775
thru the Community Action Program Belknap-Merrimack Counties, Inc.			
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900	-	77,535

See Accompanying Notes to Schedule of Expenditures of Federal Awards

TRI-COUNTY COMMUNITY ACTION PROGRAM

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2012

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT - continued			
thru the City of Berlin			
Community Development Block Grants/States' Program - NSP	14.228	09-053-CDHS	211,473
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			901,748
U.S. DEPARTMENT OF HOMELAND SECURITY			
Emergency Food and Shelter National Board Program	97.024	592400-001	29,683
U.S. DEPARTMENT OF JUSTICE			
thru the New Hampshire Coalition Against Domestic and Sexual Violence:			
Crime Victim Assistance	16.575	-	72,294
Rural Domestic Violence, Dating Violence, Sexual Assault, and Stalking Assistance Program	16.589	2009-WR-AX-0028	9,048
Recovery Act - Edward Byrne Memorial Justice Assistance Grant Program/Grants to States and Territories - ARRA	16.803	2009-SU-B9-0019	1,601
Sexual Assault Services Formula Program	16.017	2010-KF-AX-0024	5,489
thru the State of New Hampshire Department of Justice			
Recovery Act - Edward Byrne Memorial Justice Assistance Grant (JAG) Program/Grants to States and Territories-ARRA	16.803	09JAR006B	17,730
TOTAL U.S. DEPARTMENT OF JUSTICE			106,162

See Accompanying Notes to Schedule of Expenditures of Federal Awards

TRI-COUNTY COMMUNITY ACTION PROGRAM

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2012

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF LABOR			
thru the State of New Hampshire Department of Resources & Economic Development:			
WIA Adult Program	17.258	2011-0005b	83,234
WIA Dislocated Worker Formula Grants	17.278	2011-0005b	96,879
TOTAL U.S. DEPARTMENT OF LABOR			180,113
U.S. DEPARTMENT OF TRANSPORTATION			
thru the State of New Hampshire Department of Transportation			
Formula Grants for Other Than Urbanized Areas - 5311	20.509	98974Y	191,806
Formula Grants for Other Than Urbanized Areas - 5316	20.516	68066A	65,715
Federal Transit-Capital Investment Grants - ARRA	20.500	68068B	19,110
Job Access-Reverse Commute	20.509	68042F	82,068
Formula Grants for Other Than Urbanized Areas - ARRA	20.509	100494	24,420
TOTAL U.S. DEPARTMENT OF TRANSPORTATION			383,119
U.S. ENVIRONMENTAL PROTECTION AGENCY			
Brownfields Assessment and Cleanup Cooperative Agreements - ARRA	66.818	BF-96130801-0	12,188
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ 13,863,836

See Accompanying Notes to Schedule of Expenditures of Federal Awards

A | SIGNIFICANT ACCOUNTING POLICIES

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Tri-County Community Action Program, Inc. and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements 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 financial statements.

TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.

Serving Coös, Carroll & Grafton Counties

30 Exchange Street, Berlin, N.H 03570
(603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607
Website: http://www.tccap.org • E-mail: admin@tccap.org
Chief Operating Officer: Peter Higbee

Mission Statement

Tri-County Community Action Program, Inc., is dedicated to improving the lives and well-being of New Hampshire's people and communities.

We provide opportunities and support for people to learn and grow in self-sufficiency, and to get involved in helping their neighbors and improving the conditions in their communities.

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Tri-County Community Action Program, Inc.

RE: Board of Directors

The Board of Directors of Tri-County CAP, Inc., was suspended in Coös County Probate Court (Case #314-2012-EX-00288) on December 14, 2012. Todd C. Fahey, Esq., was appointed Special Trustee of Tri-County Community Action Program until such time as the issues resulting in his appointment have been satisfactorily addressed.

The Special Trustee holds all powers under the by-laws of Tri-County CAP and the laws of the State of New Hampshire, to act as the Board of Tri-County, and also to exercise broad administrative powers.

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Tri-County Community Action Program, Inc.

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

BUDGET PERIOD:	SFY	7/1/13 - 6/30/14	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Peter Higbee, Chief Operating Officer	$86,400	0.00%	$0
Rea Pfeiffer, Chief Financial Officer	$83,000	0.00%	$0
Janice Hempel, Dental Hygienist/ Dental Coordinator	$23,400	93.59%	$21,900
	$0	0.00%	$0
	$0	0.00%	$0
	$0	0.00%	$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			$21,900

BUDGET PERIOD:	SFY	7/1/14 - 6/30/15	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Peter Higbee, Chief Operating Officer	$91,200	0.00%	$0
Rea Pfeiffer, Chief Financial Officer	$83,000	0.00%	$0
Janice Hempel, Dental Hygienist/ Dental Coordinator	$23,400	93.59%	$21,900
	$0	0.00%	$0
	$0	0.00%	$0
	$0	0.00%	$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			$21,900

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.

Résumé

Peter G. Higbee
(603) 752-7001 (W)

Professional Experience

February, 1999 to present

Tri-County CAP, Inc.
Berlin, NH

Deputy Director/Chief Operating Officer, *responsible for organizational development, IT, and planning and management support for Tri-County CAP's comprehensive array of human service programs. Functions as COO of agency with multiple projects, 300+ staff.*

February, 1996 to January 1999

Tri-County CAP, Inc.
Berlin, NH

Planning & Administrative Coordinator, *responsible for planning and management support for comprehensive array of human service programs.*

September, 1987 to August, 1996

College for Lifelong Learning, University System of NH (now Granite State College)
Littleton & Berlin, NH offices, various sites

Teaching Faculty*, responsible for courses in Early Childhood Education Degree and Certificate programs, including Parent-Staff Relations, Guiding the Behavior of Young Children, Preschool Child Development, and Foundations of Early Childhood Education.*

October, 1986 to February, 1996

Tri-County CAP, Inc. - Head Start
Berlin, NH

Director *of Head Start program, responsible for overall operation of comprehensive child and family development program offering center-based and home-based services to 238 families through 10 community-based sites. $1 million+ budget, 50+ staff.*

September, 1980 to October, 1986

Tri-County CAP, Inc. - Head Start
Berlin, NH

Education/Special Needs/Mental Health Coordinator*, responsible for planning and supervising implementation of Education, Special Needs and Mental Health services to up to 177 Head Start children and families, through community-based staff.*

September, 1977 to September, 1980

Tri-County CAP, Inc. - Head Start
No. Stratford & Littleton, NH

Head Teacher*, responsible for classroom of up to 20 3- to 5-year-old Head Start children, including integration of nutrition and health services, parent support and parent involvement. Classes included special needs children.*

February, 1975 to August, 1977

Coppermine School
Franconia, NH

Teacher/Parent Participant *in the co-operative founding and operation of an alternative, ungraded, parent-run elementary school, including Teaching at the primary level.*

Education

State College at Boston
Boston, MA
B.A., English, minor in Psychology, 1982

Education (continued)

Additional coursework includes Psychology courses at Plymouth (NH) State College and Lesley College (Cambridge, MA); Adult and Early Childhood Education courses at Antioch New England Graduate School (Keene, NH); and Management courses at Texas Tech (Dallas, TX) and The Anderson Graduate School of Management at UCLA (Los Angeles, CA). Mediation training includes child and family and victim-offender mediation.

Organizations & Memberships

Nov., 2011 to present

City of Berlin, NH
Berlin, NH

Elected City Council Member, *Ward III.*

2008 to present

Berlin Industrial Development and Park Authority
Berlin, NH

Authority Member, *appointed by Mayor and Council. Vice-Chair 2010 - present.*

1999 to 2009

North Country Health Consortium
Littleton, NH

Board Member *of organization of Northern NH health and social service providers, including area hospitals, home health agencies, etc. Served on Technology committee, Oral Health Work Group and Executive Committee, including five terms as* ***Vice-President*** *of NCHC.*

1998 to present

NH CAP Association -- Technology Committee
Statewide, NH

Committee Member *(currently* ***Co-Chair)*** *of statewide technology Committee overseeing development and implementation of a statewide electronic intake, referral, and case management system for the six NH CAPs and the Governor's Office of Energy & Community Services.*

1988 to 1998

Ammonoosuc Community Health Services
Littleton, NH

Board Member *1988 - 98,* ***President****, 1989 - 95. During tenure as president, agency received Corporate Fund Award for Management Excellence; constructed new facility; and merged with rural health care provider to form Community Health Center Network.*

1986 to 1996

New Hampshire Head Start Directors' Association
Statewide, NH

Association Member*,* ***President*** *1989 to 1994. During tenure state Head Start Programs sought and secured supplemental funding for Head Start from the State of NH through special-legislation. Represented State programs at national level, and provided timely and accurate information exchange between local and national groups.*

1984 to 1998

Region I, (New England) Administration for Children and Families
Boston, MA (Working through consultant contracts managed by 3rd parties)

Consultant/Program Monitor*, participating in reviews of Head Start programs throughout New England, monitoring compliance with federal Performance Standards in the areas of Education, Disabilities, Mental Health and Administration.*

Consultant/Member *of Race Relation Work Group, researching the status of and making recommendations to improve the quality of interracial relations within the New England Head Start community.*

REA L. PFEIFFER

FINANCE EXECUTIVE with more than twenty years of experience in quasi-public agencies, nonprofit, private companies and state organizations. Areas of expertise embrace all facets of finance in addition to strategic planning, risk management, information systems, and purchasing. Exceptional technology skills, improves operational efficiency and financial controls through the use of systems and procedures. Demonstrated leadership skills completing large projects and managing professionals.

PROFESSIONAL EXPERIENCE

Tri-County Community Action, Inc. **2013 – Present**

Chief Financial Officer for $20M Community Action Agency providing Head Start, Fuel Assistance, Weatherization, Guardianship Services, Alcohol and Other Drug Services, Transportation, Elder Services and other programs. Responsible for planning, budgeting, compliance and risk management, rate setting, reporting, and day-to-day operational oversight of financial functions of organization. Management of 4 professional financial staff and directing activities of AR, AP, Payroll, Capital Assets, Revenues and Reporting.

Lynn Economic Opportunity Inc. **2011 – 2013**

Chief Financial Officer for $17M Community Action Agency providing Head Start, Early Head Start, Daycare, After school, Preschool, Fuel Assistance, Sober Living and Affordable Housing services. Responsible for planning, budgeting, compliance and risk management, rate setting, reporting, auditing and day-to-day operational oversight of financial functions of organization. Management of 6 professional financial staff and directing activities of AR, AP, Payroll, Capital Assets, Revenues and Reporting.

Robert Half Management Consulting Group 2005 - 2010

Provide onsite consulting on a mission specific basis, serving in Interim CFO, and Interim Controller positions performing various troubleshooting and problem-solving functions. Diagnose and enhance cash flow concerns, perform reconciliations, address workflow backlogs, propose and implement systems changes, develop budgets and forecast plans, monitor compliance and assure exemplary audit results. Sample projects include:

- Controller for North East Trees/GreenwayLA/Charles Drew University - Responsibility for financial restructuring for a growing nonprofit organization.
- Overhauled accounting, reporting and management protocols to build administrative and financial infrastructure capacity for expansion and assure full compliance with federal, state and award-specific regulations as well as contract-specific terms & conditions.
- Implemented new budgeting and time reporting systems to monitor contract and program progress and control costs.
- Provided comprehensive and accurate reports to support senior management team decision-making. Oversaw all audit outcomes with federal, state, county, municipal and foundational stakeholders. Provided oversight of HR matters.

LA IMPACT - California Department of Justice 1998 - 2005

Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force

Chief Financial Officer

Bottom line financial responsibility for $210 Million in seized assets and a $13 Million annual budget for this countywide, quasi-public agency charged with developing and implementing communication linkages to reduce crime rate. Manage a staff of six professionals and ten FTEs. Complete fiscal oversight of grants and operational revenues for 20 functional investigative groups.

- Designed, implemented and managed six databases that allow sharing of operational and financial information throughout the agencies.
- Chaired Technology Committee that designed programs and provided quantitative tools to evaluate program effectiveness.
- Created and implemented an Intranet website that connects twenty operational groups to facilitate communication and coordination of activities.
- Developed and managed a series of expense management procedures that have decreased operating costs
- Responsible for resolving disputes and issues on unliquidated assets to receive in excess of $5 Million in revenues that would have been otherwise unrealized.
- Prepared annual budget and monitored actual-to-plan during the course of the year.
- Developed regular and ad hoc reports for senior management team to inform and update on task force activities.
- Prepared financial reporting to all funding agencies on task force activities to meet all state, federal and local regulations, and to ensure cash flow management.
- Implemented policies and protocols for Financial Unit. Building electronic and manual systems of information management to assure that all federal, state and local requirements are met with regard to recordkeeping.

STATE OF MASSACHUSETTS 1980 - 1997

Central Office Account Manager - Department Of Mental Health (1988 to 1997)
Administrative oversight and analysis for area-based, programmatic and administrative agency budget in excess of $300 Million for inpatient and residential mental health services statewide.

- Analyzed, prepared and presented annual agency spending plans for nine hospitals.
- Ensured ongoing compliance by monitoring agency activities to assure adherence to agency financial plans and goals or to effectuate goal and milestone revisions.
- Prepared ongoing and ad-hoc analyses (i.e., payroll reports, contract utilization studies, staff modeling surveys, etc) to provide information to senior management on budget status and potential resource redeployment options/strategies.
- Provided technical supervision with seven statewide, area-based DMH administrative offices in long term and short term planning, as well as day-to-day tasks.
- Interacted with oversight agencies and constituents with regard to agency budget status and agency goals (i.e., A&F, Ways & Means, EOHHS, etc).

Budget Officer - Department of Public Health (1985 to 1988)
Responsible for technical management of budgeting, contracting, personnel and hiring for the Divisions of Family Health Services with a budget totaling $85m for the administration of statewide Maternal and Child Health Programs (WIC, Healthy Start, Handicapped Children). Supervised 17 staff members.

- Designed and managed technical processes and protocols in service procurement and tracking utilization.
- Prepared spending plans and internal budgeting documents.
- Managed contracting and hiring procedures including issuance of RFP's and vacancy announcements.
- Oversaw accounts payable and billing functions.
- Directed the implementation of the state's first pilot automated accounting system - replicated statewide.

EDUCATION

Bachelor of Science in Health Management, Northeastern University
Master Certificate of Nonprofit Management, Northeastern University, currently attending
Keller School of Management, CPA Certification coursework (Becker coursework completed)
Certified Public Finance Officer (CPFO) – currently testing March through June 2013

JANICE S. HEMPEL

Experience

April 2001-present
School Smiles
The Children's Dental Health Project of Tri-County Cap's Tamworth Dental Center for Southern Carroll County and Vicinity
Dental Hygienist/Dental Coordinator
Responsibilities: design and implement all aspects of the school based program, create all necessary forms and policies, inform parents of eligible students, collaborate with the participating dentists and schools in scheduling and performing education, screenings, fluoride treatments, sealants and prophylaxis for children in grades Pre K-3. To gather and maintain data for internal and external tracking purposes, keep confidential records, order supplies, maintain equipment and follow OSHA guidelines for infection control.

August 2008 – June 2009
Third Grade Healthy Smiles – Healthy Growth Survey
Contractor/Self employed – Dental Hygienist
Responsibilities: classroom education, conducting oral health and height and weight screenings on third grade students for selected schools, gather data for 2009 Third Grade Oral Health/BMI Survey

April 2002-June 2007
Dr. Kimberly A. Meyer D.M.D.
24 Rochester Road
Northwood NH
Dental Hygienist
Responsibilities: provided oral prophylaxis, root planing and curettage for periodontal patients, maintain oral disease prevention and education programs for patients, and scheduling and maintaining the patient recall system on computers

September 1999-April 2002
Dr. Robert W. Christian D.M.D.
Route 108, Somersworth NH
Dental Hygienist

June 1995-September 1999
Dr. Richard Farina D.M.D.
74 South Main Street, Rochester NH
Dental Hygienist

March 1992-June1995
Dr. Paul T. Tousignant D.M.D.
144 South Main Street, Rochester NH
Dental Hygienist

November 1991-March 1992
Dr. David Sporcic D.M.D.
Main Street, Conway NH
Dental Hygienist

July 1991-November1991
Dr. Avrum R. Goldstein D.M.D.
419 Whalley Avenue, New Haven CT
Dental Hygienist

Education

September 1989-May 1991
Fones School of Dental Hygiene
University of Bridgeport
Bridgeport CT
Associate of Science degree in Dental Hygiene
Cum Laude

September 1983-March1985
The Berkeley Business School
White Plains NY
Associate in Applied Science degree

Licensure

-in process	Public Health Certificate
May 1991	Connecticut License
September 1991	New Hampshire License (current)
September 1989	CPR (current)
September 1989	American Dental Hygienists Assoc.(current)

References furnished upon request

Budget Form

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

Bidder/Program Name: Tri-County Community Action Program, Inc. (Tri-County CAP)

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

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

1. Total Salary/Wages	$ 21,900.00	$ -	$ 21,900.00
2. Employee Benefits	$ 1,052.00	$ -	$ 1,052.00
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	**$ 22,952.00**	**$ -**	**$ 22,952.00**

Indirect As A Percent of Direct 0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available) **$ 22,952.00**
Reconciliation - (this line must be equal to or greater than $0) **$ -**

Revised: 1/11/13-ba
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Budget Form

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

Bidder/Program Name: Tri-County Community Action Program, Inc. (Tri-County CAP)

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

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

1. Total Salary/Wages	$ 21,900.00	$ -	$ 21,900.00
2. Employee Benefits	$ 1,500.00	$ -	$ 1,500.00
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Lab	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -
Medical	$ 408.00	$ -	$ 408.00
Office	$ -	$ -	$ -
6. Travel	$ 1,440.00	$ -	$ 1,440.00
7. Occupancy	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -
Telephone	$ -	$ -	$ -
Postage	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -
Insurance	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -
9. Software	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
TOTAL	**$ 25,248.00**	**$ -**	**$ 25,248.00**

Indirect As A Percent of Direct 0.0%

For DPHS use only

Maximum Funds Available - (DPHS program to enter total funds available) **$ 25,248.00**
Reconciliation - (this line must be equal to or greater than $0) **$ -**

Revised: 1/11/13-ba
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