

See

HOT 8



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Diane Langley
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
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July 17, 2014

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

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an Agreement with Lamprey Health Care, Inc. (Vendor #177677), 207 South Main Street, Newmarket, NH 03857 for the provision of two health promotion programs that promote health and independence opportunities for the citizens in New Hampshire, in an amount not to exceed \$51,974, effective date of Governor and Council approval through June 30, 2015.

Funds are available in the following account in State Fiscal Year 2015.

05-95-48-481010-89170000-102-500731-48108462 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS

SFY	Class/Object	Class Title	Activity Number	Amount
2015	102-500731	Contracts for Prog Svc	48108462	\$51,974
			Total	\$51,974

EXPLANATION

The purpose of this agreement is to provide two (2) health prevention programs to the citizens of New Hampshire. One program will improve and sustain the quality of life for individuals who have one or more chronic health conditions and the other will train leaders to help caregivers learn self-care tools and strategies.

Chronic Disease Self-Management Program

Chronic Disease Self-Management Program is an evidenced based education program with the goal to improve and sustain the health and quality of life for individuals who have one or more chronic

health condition(s). Individuals will learn how to better manage the symptoms of their illnesses, fatigue, stress, emotions, and to cope with their illnesses and improve communications with their health care provider(s). This program has been demonstrated nationally and by New Hampshire data has had a sustained effect on specific activation measures that gauge participants' continued sense of well-being and confidence in managing their conditions. The Contractor's performance will be measured by the participant's sustained improvements in at least two survey indicators, including an increase in physical activity and confidence in managing chronic conditions on the part of the individual completing the program.

Powerful Tools for Caregivers

The Contractor shall train at least ten (10) new leaders to present Powerful Tools for Caregivers. This is an evidenced based educational program that provides caregivers with self-care tools and strategies to reduce personal stress; communicate their needs to other family members and healthcare providers, communicate effectively in challenging situations, cope with difficult emotions and make difficult caregiving decisions to improve caregiver self-care behaviors, management of emotions, self-efficacy and utilization of community resources. This program has demonstrated to have a positive impact on caregiver health for a diverse group including rural, ethnic minorities, adult children of aging parents, well-spouses/partners, and caregivers at differing stages in their caregiving role, living situations, financial and educational backgrounds.

This contract was competitively bid. On March 21, 2014 the Department issued a Request for Proposals to solicit proposals for the provision of seeking vendors to provide two health promotion programs: Chronic Disease Self-Management and Powerful Tools for Caregivers with would provide opportunities for New Hampshire citizens to achieve health and independence. The request for proposals was available on the Department of Health and Human Services' website from March 21, 2014 through May 7, 2014. There was one proposal submitted.

The proposal was evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements for the Bureau of Elderly and Adult Services and with knowledge of the Chronic Disease Self-Management Program and Powerful Tools for Caregivers. The team also included staff with significant business and management expertise.

The proposals were evaluated based on the criteria published in the Request for Proposals. Lamprey Health Care was selected.

The attached contracts calls for the provision of these services effective Governor and Executive Council approval through June 30, 2015 and reserves the Departments right to renew the agreement for up to two (2) years, based upon mutual agreement by the parties, the acceptable performance of the Statement of Work, continued availability of supporting funds, and Governor and Executive Council approval.

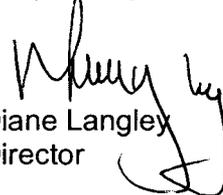
Should Governor and Executive Council decide not to authorize this request, individuals may not have the supports and ability to improve their health and management of their emotional needs to better cope and sustain a quality of life when dealing with chronic diseases and caregivers will not have the support and assistance needed to reduce personal stress and coping with difficult emotions when making difficult caregiving decisions. This may result in other more costly forms of care.

Area Served: Statewide

Source of Funds: 100% Federal Funds from the Administration for Community Living, Older Americans Act Title III D – Preventive Health - CFDA #93.043 and FAIN # 14AANHT3PH.

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

Respectfully submitted,


Diane Langley
Director

Approved by:


Nicholas A. Toumpas
Commissioner

Subject: Chronic Disease Self-Management and Powerful Tools

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Lamprey Health Care, Inc.		1.4 Contractor Address 207 Main Street Newmarket, NH 03857	
1.5 Contractor Phone Number (603) 292-7214	1.6 Account Number 05-95-48-481010-89170000-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$ 51,974
1.9 Contracting Officer for State Agency Tracey Tarr		1.10 State Agency Telephone Number 603-271-9216	
1.11 Contractor Signature <i>Audrey Ashton-Savage</i>		1.12 Name and Title of Contractor Signatory <i>Audrey Ashton-Savage, President</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>7/17/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Michelle L. Gaudet</i> [Seal] MICHELLE L. GAUDET, Notary Public My Commission Expires August 22, 2017			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Michelle L. Gaudet, Executive Assistant</i>			
1.14 State Agency Signature <i>Diane Langley</i>		1.15 Name and Title of State Agency Signatory <i>Diane Langley Director</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>[Signature]</i> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Mike. Bern</i> On: <u>7/24/14</u>			
1.18 Approval by the Governor and Executive Council By: On:			

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

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

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

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

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

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

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

Contractor Initials: AMS
Date: 7-17-14

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

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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.



Exhibit A

Scope of Services

1. Chronic Disease Self-Management

- 1.1. The Contractor shall support the Department by providing a Chronic Disease Self-Management (CDSM) program to adults ages sixty (60) years and older, statewide, who have at least one chronic disease or illness. The Contractor shall coordinate outreach and workshop activities in order to:
 - 1.1.1. Deploy a minimum of fifteen (15) CDSM program participant workshops, of which a minimum of five (5) workshops need to be deployed in geographic areas where CDSM workshops have never occurred.
- 1.2. Outreach and Workshop Coordination: The Contractor shall conduct outreach and marketing activities statewide, with special concentration to rural areas of the State, to recruit community and professional leaders and to advertise CDSM workshops to potential program participants. Outreach and marketing activities shall include, but not be limited to:
 - 1.2.1. Conducting public service announcement on radio or local cable access television channels.
 - 1.2.2. Publishing public relation articles in community newspapers or other media outlets.
 - 1.2.3. Conducting Lunch & Learn seminars through local medical offices and health care centers to network with community health professionals in order to recruit potential leaders and build a base for program referrals.
 - 1.2.4. Coordinating publicity through the NH Association of Senior Centers.
 - 1.2.5. Purchasing and distributing the CDSM Stanford University leader training materials to all workshop leaders.
 - 1.2.6. Publicizing CDSM workshops on the Contractor's website.
 - 1.2.7. Developing and distributing brochures to program leaders and facilitators. The Contractor shall ensure program leaders and facilitators:
 - 1.2.7.1. Receive electronic copies of any marketing materials in order to allow the facilitators to personalize the marketing materials to the specific venue, as necessary, to include date, time and location of trainings.
 - 1.2.7.2. Receive a sufficient number of hard copy marketing materials with blank space that allows for labels to be placed on the materials indicating location, date and time of training.
 - 1.2.8. The Contractor shall provide samples of any marketing materials developed from promoting contracted services to the Department. The Contractor shall:
 - 1.2.8.1. Ensure marketing materials are credited to the New Hampshire Department of Health and Human Services as well as the United State Department of Health and Human Services, Administration for Community Living, as appropriate.



Exhibit A

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- 1.2.8.2. Ensure the funding source for marketing materials is clearly defined and visible.
 - 1.2.9. The Contractor shall purchase and use the most current approved version of the CDSM curriculum, which includes, but is not limited to:
 - 1.2.9.1. Leader books.
 - 1.2.9.2. Participant workbooks and accompanying educational materials in both English and Spanish including, but not limited to:
 - 1.2.9.2.1. CDs.
 - 1.2.9.2.2. Flip charts.
 - 1.2.9.2.3. Other supplies to support workshop activities.
 - 1.2.10. The Contractor will ensure that sites with sufficient parking to host participant workshops will be identified and secured. Workshop sites may include, but not be limited to:
 - 1.2.10.1. Senior centers.
 - 1.2.10.2. Meal sites.
 - 1.2.10.3. Hospital wellness centers.
 - 1.2.10.4. Community health centers.
 - 1.2.10.5. Libraries and community-based organizations.
 - 1.2.11. The Contractor shall ensure logistical needs are coordinated in conjunction with CDSM leaders and workshop site coordinators to assure that all logistical needs are met prior to the commencement of all workshop series. At minimum, the Contractor shall ensure:
 - 1.2.11.1. Secure adequate space for training.
 - 1.2.11.2. Provide supplies to support workshop activities.
 - 1.2.11.3. Provide leader stipends to cover travel and any other costs associated with conducting workshops.
 - 1.2.12. The Contractor shall collaborate with the Department and the New Hampshire Service Link Contractors as well as other organizations that serve older adults in the State to conduct targeted outreach and secure additional referral sites for the program.
 - 1.2.13. The Contractor shall provide support to workshop sites in the form of electronic versions of posters and brochures that can be customized to assist in advertising workshops and recruiting participants.
 - 1.2.14. The Contractor shall establish a schedule of the participant workshop dates.
 - 1.2.15. Contractor shall provide all trained leaders with the required Stanford leader training materials.
 - 1.3. Participant Workshops: The Contractor shall obtain and maintain a license from Stanford University to conduct participant workshops. The Contractor shall ensure a CDSM workshop consists of six (6) consecutive weekly workshops each lasting two



Exhibit A

and one half (2 1/2) hours each that are conducted in accordance with the Stanford University CDSM requirements. The Contractor shall:

- 1.3.1. Ensure workshops are conducted by two trained CDSM leaders.
- 1.3.2. Purchase all CDSM resource materials to establish a lending library.
- 1.3.3. Disseminate any additional CDSM resource materials to class leaders.
- 1.3.4. Participants shall not be required to pay a fee to cover costs of the CDSMP workshops or materials.
- 1.4. Monitoring CDSM Workshops: The Contractor shall monitor participant workshops to ensure the fidelity of the program by:
 - 1.4.1. Ensuring trainers have met the requirements set forth by Stanford University by utilizing the Stanford Fidelity tools.
 - 1.4.2. Utilizing the Stanford Program Fidelity Manual and Self-Management Fidelity Manual Tool Kit to support the organizational development of the Contractor's fidelity plan.
- 1.5. The Contractor shall obtain and maintain Institutional Review Board (IRB) approval from the Committee from the Protection of Human Subjects at Dartmouth College to conduct research on human subjects, for all relevant aspects of Exhibit A, Scope of Services.
- 1.6. The Contractor shall ensure that Leaders have materials to conduct pre and post surveys for program participants using an extensive program questionnaire as adapted from previous work completed in the States of Maine and Vermont. The Contractor shall collect information from pre and post surveys that includes, but is not limited to:
 - 1.6.1. Demographic information.
 - 1.6.2. Background.
 - 1.6.3. General health.
 - 1.6.4. Physical activities.
 - 1.6.5. Daily activities.
 - 1.6.6. Medical care.
 - 1.6.7. Patient activation measures.
 - 1.6.8. The contractor shall provide copies of the written survey tools to Leaders so that they can be completed by participants upon arrival at the first workshop session, allowing the participants to have time to read the survey and complete the informed consent to participate in the survey. The Contractor shall ensure that Leaders:
 - 1.6.8.1. Offer each participant assistance with completion of the survey and provide assistance, as needed.
 - 1.6.8.2. Conduct follow up activities with individuals who completed the survey approximately six (6) months after the workshop session is completed.



Exhibit A

- 1.6.9. The Contractor will encourage leaders to encourage as many participants as possible to complete the pre and post surveys.
- 1.6.10. The Contractor shall report results of pre and post surveys to the Department and other stakeholders twice per year to show the impact of the program by:
 - 1.6.10.1. Providing written reports of data collected in pre and post surveys.
 - 1.6.10.2. Providing a fact sheet of program outcomes.
 - 1.6.10.3. Conducting an oral and electronic presentation of program results based on analyzed data collected from surveys.
- 1.6.11. The Contractor shall work with the Department and Dartmouth Institutional Review Board to modify the surveys when required.
- 1.7. Leader Trainings. The Contractor shall obtain and maintain a license from Stanford University to conduct leader trainings. The contractor shall conduct training to get individuals trained as certified leaders who present the CDSM workshop. The leader trainings shall include, but is not limited to:
 - 1.7.1. Ensuring two Master Trainers who are certified by the Stanford University in CDSM program curriculum conduct all leader trainings.
 - 1.7.2. Paying for costs for travel, lodging and meals for the Master Trainers.
 - 1.7.3. Securing adequate space for the training that includes:
 - 1.7.3.1. Provision of audio/visual equipment to conduct the training;
 - 1.7.3.2. Speakers;
 - 1.7.3.3. Flip charts; and
 - 1.7.3.4. Markers.
 - 1.7.4. Securing overnight accommodations either on-site or nearby for leader training participants, as appropriate.
 - 1.7.5. Providing all trainees with the required Stanford leader training materials.
 - 1.7.6. The Contractor shall not charge a fee to the participating trainees.
- 1.8. Reporting Requirements:
 - 1.8.1. The Contractor shall provide quarterly program implementation status reports to the Department. Status reports shall contain information that includes, but is not limited to:
 - 1.8.1.1. All sites that hosted CDSM program workshops in the previous quarter.
 - 1.8.1.2. Dates and locations of leader trainings and participant workshops.
 - 1.8.1.3. Activities completed and in process to find and secure sites for future leader trainings and participant workshops.
 - 1.8.1.4. The number of new leader trainings held.



Exhibit A

- 1.8.1.5. The number of new leaders trained.
 - 1.8.1.6. The number of participant workshops conducted.
 - 1.8.1.7. The number of participants who completed workshops.
 - 1.8.1.8. Pre and post survey data reports.
- 1.9. Deliverables of Services Provided
- 1.9.1. The Contractor shall purchase a minimum of three hundred (300) workbooks and fifty (50) CDs for the CDSM program.
 - 1.9.2. The Contractor shall purchase and print a minimum of one thousand (1,000) brochures for the CDSM program.
 - 1.9.3. The Contractor shall conduct a minimum of fifteen (15) CDSM workshop series, with a minimum of one hundred and fifty (150) individuals completing the CDSM workshops.
- 1.10. Performance Measures:
- 1.10.1. The Contractor shall demonstrate, through Analysis of the pre and post survey data, sustained improvement in at least two survey indicators, including as increase in physical activity and confidence in managing chronic conditions on the part of the individual completing the workshop.

2. Powerful Tools for Caregivers

- 2.1. The Contractor shall coordinate training to have a minimum of ten (10) people trained to administer the Powerful Tools for Caregivers (PTC) program in order to provide caregivers with self-care tools and strategies that, at minimum assist with:
 - 2.1.1. Reducing personal stress and improving caregiver self-care.
 - 2.1.2. Communication of needs to other family members and healthcare providers.
 - 2.1.3. Effective communication in challenging situations.
 - 2.1.4. Coping with difficult emotions.
 - 2.1.5. Making difficult caregiving decisions.
- 2.2. The Contractor shall recruit a minimum of ten (10) individuals to participate in PTC workshop leader training, ensuring a mix of Service Link staff and volunteers.
- 2.3. The Contractor's PTC leader training shall be conducted by a minimum of two (2) Master Trainers and shall include, but not be limited to:
 - 2.3.1. Coordination of training logistics.
 - 2.3.2. Securing overnight accommodations, either on site or nearby.
 - 2.3.3. Paying costs for travel, lodging and meals for the Master trainers, if required.
 - 2.3.4. Conference room and meal reservations.
 - 2.3.5. Ordering and organizing supplies and materials.
 - 2.3.6. Registering attendees.



Exhibit A

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- 2.4. The Contractor shall purchase the following item within thirty (30) days of the contract effective date:
- 2.4.1. Twelve (12) Help books.
 - 2.4.2. Thirty-six (36) 3-inch binders.
 - 2.4.3. Twelve (12) tote bags.
 - 2.4.4. Twelve (12) Relaxation videos.
 - 2.4.5. Thirteen (13) packs of markers.
 - 2.4.6. Three (3) easel pads.
 - 2.4.7. Twelve (12) Doll maker videos.
 - 2.4.8. Twelve (12) flash drives with electronic copies of program materials.
- 2.5. The Contractor shall collect information from all the New Hampshire ServiceLink Contractors on the PTC scheduling of workshops for caregivers, dates of leader trainings and the number of new leaders trained.
- 2.5.1. The Contractor shall provide quarterly and final reports of the information in Section 2.6 to the Department and all the New Hampshire ServiceLink Contractors.
- 2.6. Reporting Requirements:
- 2.6.1. The Contractor shall provide quarterly and final reports on the followings, but not limited to:
 - 2.6.1.1. The schedule and dates of the leaders trainings
 - 2.6.1.2. The number of new leaders trained
- 2.7. Deliverables:
- 2.7.1. The Contractor shall have trained ten (10) new PTC leaders.
 - 2.7.1.1. The Contractor shall provide the New Hampshire ServiceLink Contractors with the names of the New Leaders.
- 3. Joint Network Meetings**
- 3.1. The Contractor shall conduct joint Network Meetings for CDSM and PTC leaders and master trainers. The Contractor shall:
- 3.1.1. Provide logistical support for two statewide Network Meetings for leadership of the CDSM and PTC programs.
 - 3.1.1.1. Network Meetings shall occur in a northern location and a southern location with the option to attend by teleconference.
 - 3.1.2. Ensure meetings agendas are distributed by e-mail to both CDSM and PTC trained leaders. The Contractor shall ensure Network Meetings events include:
 - 3.1.2.1. Information and updates on administrative issues.
 - 3.1.2.2. Valuable content such as 'Outreach Tips' and 'Building Referral Networks.'
 - 3.1.2.3. Time for 'Reports from the Field'



Exhibit A

- 3.1.3. Ensure Network Meetings for both CDSM and PTC leaders provide an opportunity for:
 - 3.1.3.1. Networking;
 - 3.1.3.2. Professional development;
 - 3.1.3.3. Support;
 - 3.1.3.4. Collaborative learning; and
 - 3.1.3.5. Opportunities for problem solving.
- 3.1.4. Maintain the CDSM program on the Contractor's and North Country Health Consortium's websites under "Better Choices, Better Health."
- 3.1.5. The Contractor will provide to the Department and all the New Hampshire ServiceLink contractors content and any attachments as applicable for the Powerful Tools for Caregivers workshops for caregivers and training the trainer workshops such as, but not limited to, the dates and times, locations and how to register for the training.
 - 3.1.5.1. The contractor will ensure that all the New Hampshire ServiceLink Contractors have published the information in section 3.1.5.1 on their own websites.
 - 3.1.5.2. The contractor will publish the information in section 3.1.5.1 on Southern New Hampshire Area Health Education Center's website.

4. Work Plan

Within thirty (30) days of effective date of this Agreement, the Contractor will develop and submit to the Department a detailed work plan that identifies the deliverables, how the deliverable will be completed, who will complete the deliverables, and timelines for completion of the deliverables. The Contractor shall use a work plan template as instructed by the Department.

- 4.1. During the course of this contract period it may be necessary to revise or modify the deliverables and the work plan referred to above to meet the primary objectives defined by the federal grantor. Department will work with the Contractor to develop a revision that takes into consideration resources and timelines for completion. The above-mentioned work plan to be developed will be adjusted accordingly, but in no case will timelines extend beyond the grant award period and or contract period.

5. E-Studio Electronic Information System

The Contractor shall be required to use the Bureau of Elderly and Adult Services' (BEAS) E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.



Exhibit A

6. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members and volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check as follows:

- 6.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7. Grievance and Appeals

- 7.1. The Contractor shall ensure a formal grievance and appeals procedure is in place for CDSM and PTC program participants and leaders.
- 7.2. The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:
 - 7.2.1. The specific issues that can be addressed in the grievance process and how consumers are informed of their right to appeal or file grievances;
 - 7.2.2. Client name,
 - 7.2.3. type of service,
 - 7.2.4. date of written grievance,
 - 7.2.5. nature/subject of the grievance,
 - 7.2.6. the name and contact information in the agency who reconsiders agency decisions.

8. Privacy and Security of Workshop Participant Information

- 8.1. DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time.
- 8.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal.
- 8.3. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache.
 - 8.3.1. In the event of breach, the contractor shall notify the Department within one day from the date of breach.



Exhibit A

9. Culturally and Linguistically Appropriate Standards of Care

The Contractor will submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the contract effective date.

10. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, New Hampshire Administrative Rule He-E 502, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

11. Contract Monitoring

The Contractor shall:

- 11.2. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 11.3. Ensure the Department is provided with access that includes but is not limited to:
 - a) Data
 - b) Financial records
 - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - e) Scheduled phone access to Contractor principals and staff
 - f) Timely unscheduled phone response by Contractor principals and staff.

12. Financial Integrity Maintenance

- 12.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, within thirty (30) days from the last day of the quarter, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.
- 12.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
 1. Require a corrective action plan for identified deficiencies, or
 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.
- 12.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 12.4. Risk Assessment Process:

The State will analyze financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

 - Low Risk: 70% and Above
 - Moderate Risk: From 26% to 69%
 - High Risk: 25% and Below
- 12.5. Weighted Average: The process for the scoring is
 1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"

AAS



Exhibit A

4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

12.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION) /365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered	30	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				favorable. The benchmark is expressed in days.		
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	50%	10.0%
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION) /365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%



Exhibit A

13. **Agreement Elements**

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit B-1 and B-2, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. The Contract is funded by a Grant: # 14AANHT3PH Administration for Community Living (ACL), Older Americans Act Title III D – Preventive Health - CFDA #93.043
2. Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Department will supply the invoice template to the contractor; format of the invoice template will be similar to that of the contractor's approved budget(s). The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Bureau of Elderly and Adult Services
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
3. Payment for contracted services will be made on a line item actual cost reimbursement for allowable expenses based on budgets identified as Exhibits B-1 and B-2. Each budget is specific to a scope of work and to a time period as identified in the budget period at the top of the respective budget form. Allowable costs and expenses shall be determined by DHHS in accordance with applicable state and federal laws and regulations.
4. The Contractor shall submit to the Department copies of the subcontractors' budgets for review and approval.
5. The Contractor shall submit to the Department copies of their invoices and the subcontractors' invoices for actual expenses that support the requests for reimbursement.
6. Financial Reporting Requirements: The Contractor shall submit Monthly Financial Reports to DHHS upon request.
7. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Monthly Reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

Exhibit B-1

BUDGET FORM

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

Bidder Name: Lamprey Health Care/Southern NH AHEC

Budget Request for: Chronic Disease Self Management
(Name of RFP)

Budget Period: Upon approval through June 30, 2015

1. Total Salary/Wages	\$ 10,000.00	\$ -	\$ 10,000.00
2. Employee Benefits	\$ 2,200.00	\$ -	\$ 2,200.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational - program resources and books for lending library	\$ 5,300.00	\$ -	\$ 5,300.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 250.00	\$ -	\$ 250.00
6. Travel	\$ 730.00	\$ -	\$ 730.00
7. Occupancy	\$ -	\$ 900.00	\$ 900.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 600.00	\$ -	\$ 600.00
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ 1,000.00	\$ -	\$ 1,000.00
Audit and Legal	\$ -	\$ 400.00	\$ 400.00
Insurance	\$ -	\$ 456.00	\$ 456.00
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 300.00	\$ -	\$ 300.00
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 7,500.00	\$ -	\$ 7,500.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Computer Operation	\$ -	\$ 864.00	\$ 864.00
Leader Stipends	\$ 5,500.00	\$ -	\$ 5,500.00
Subcontract: Master Trainers and Meeting Expenses	\$ 4,000.00	\$ -	\$ 4,000.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 37,380.00	\$ 2,620.00	\$ 40,000.00

Indirect As A Percent of Direct

7.0%

Exhibit B-2

BUDGET FORM

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

Bidder Name: Lamprey Health Care/SNHAHEC

Budget Request for: Powerful Tools for Caregivers
(Name of RFP)

Budget Period: Upon approval through June 30, 2015

1. Total Salary/Wages	\$ -	\$ -	\$ -
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	\$ 11,974.00	\$ -	\$ 11,974.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 11,974.00	\$ -	\$ 11,974.00

Indirect As A Percent of Direct

0.0%



SPECIAL PROVISIONS

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:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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 Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. 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:

8. **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:
- 8.1. **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.
- 8.2. **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 such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days 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.
- 9.1. **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.
- 9.2. **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.
10. **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 directly 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.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. 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.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) 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.

12. **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.

13. **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:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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 governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

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.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

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: Wherever 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 the 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.



REVISIONS TO GENERAL PROVISIONS

1. 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.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$5,000,000; and
4. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: *Lamprey Health Care, Inc.*

7-17-14
Date

Audrey Ashton-Savage
Name: *Audrey Ashton-Savage*
Title: *President*



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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: *Lamprey Health Care, Inc.*

7-17-14
Date

Audrey Ashton-Savage
Name: *Audrey Ashton-Savage*
Title: *President*



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: *Lamprey Health Care, Inc.*

7-17-14
Date

Audrey Ashton-Savage
Name: *Audrey Ashton-Savage*
Title: *President*



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

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

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

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

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

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex

New Hampshire Department of Health and Human Services
Exhibit G



against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Contractor Name: Lamprey Health Care, Inc.

7-17-14
Date

Audrey Ashton-Savage
Name: Audrey Ashton-Savage
Title: President



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Lamprey Health Care, Inc.

7-17-14
Date

Audrey Ashton-Savage
Name: Audrey Ashton-Savage
Title: President



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

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



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health & Human Services
The State

[Signature]
Signature of Authorized Representative

Diane Langley
Name of Authorized Representative

Director
Title of Authorized Representative

7/21/14
Date

Lamprey Health Care, Inc.
Name of the Contractor

Audrey Ashton-Savage
Signature of Authorized Representative

Audrey Ashton-Savage
Name of Authorized Representative

President
Title of Authorized Representative

7-17-14
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Contractor Name: *Lamprey Health Care, Inc.*

7-17-14
Date

Audrey Ashton-Savage
Name: *Audrey Ashton-Savage*
Title: *President*



FORM A

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

1. The DUNS number for your entity is: 04-025-4401
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

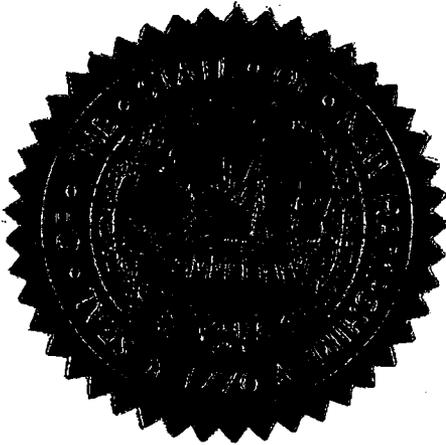
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAMPREY HEALTH CARE, INC. is a New Hampshire nonprofit corporation formed August 16, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Janis Reams, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Lamprey Health Care, Inc.
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 30, 2014
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of Chronic Disease Self Management and Powerful Tools for Caregivers services.

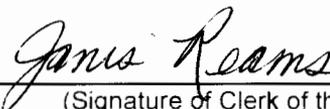
RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 17 day of July, 2014.
(Date Contract Signed)

4. Audrey Ashton-Savage is the duly elected
President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.


(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 17 day of July, 2014.

By Janis Reams
(Name of Clerk of the Corporation)

(NOTARY SEAL)


(Notary Public/Justice of the Peace)

MICHELLE L. GAUDET, Notary Public
Commission Expires August 22, 2017

LAMPREY HEALTH CARE, INC.
AND
FRIENDS OF LAMPREY HEALTH CARE, INC.
AUDITED CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012

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BRAD BORBIDGE, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

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

Independent Auditor's Report on Consolidated Financial Statements

Board of Directors
Lamprey Health Care, Inc. and
Friends of Lamprey Health Care, Inc.
Newmarket, New Hampshire

We have audited the accompanying consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., which comprise the balance sheets as of September 30, 2013 and 2012, the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. as of September 30, 2013 and 2012, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

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

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 19, 2013, on our consideration of the Association's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and important for assessing the results of our audit.

A handwritten signature in black ink, appearing to read "A. D. [unclear]".

Concord, New Hampshire
December 19, 2013

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.

CONSOLIDATED BALANCE SHEETS

SEPTEMBER 30, 2013 AND 2012

ASSETS

	2013	2012
Current Assets		
Cash and cash equivalents	\$ 2,141,018	\$ 1,645,176
Accounts receivable, less allowance for doubtful accounts of \$136,707 and \$133,624 at September 30, 2013 and 2012, respectively	697,315	770,908
Grants receivable	2,342,884	2,251,407
Other receivables	285,546	372,770
Other current assets	101,303	109,491
Total Current Assets	5,568,066	5,149,752
Assets Limited As To Use	1,983,526	1,613,108
Property And Equipment, Net	8,247,061	8,539,363
TOTAL ASSETS	\$ 15,798,653	\$ 15,302,223

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable and accrued expenses	\$ 172,258	\$ 317,177
Accrued salaries and related expenses	1,004,995	852,333
Due to third party payers	73,250	73,250
Deferred revenue	2,547,702	2,457,045
Current maturities of long-term debt	106,330	101,378
Total Current Liabilities	3,904,535	3,801,183
Long-term Debt, Less Current Maturities	2,738,135	2,900,729
Total Liabilities	6,642,670	6,701,912
Net Assets		
Unrestricted	8,733,063	8,084,907
Temporarily restricted	422,920	515,404
Total Net Assets	9,155,983	8,600,311
TOTAL LIABILITIES AND NET ASSETS	\$ 15,798,653	\$ 15,302,223

(See accompanying notes to these consolidated financial statements)

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED SEPTEMBER 30, 2013 AND 2012

	<u>2013</u>	<u>2012</u>
Operating Revenue		
Patient service revenue	\$ 6,801,083	\$ 6,692,069
Provision for bad debts	<u>(401,602)</u>	<u>(324,237)</u>
Net patient service revenue	6,399,481	6,367,832
Grants, contracts, and contributions, net	3,933,920	4,376,140
Other operating revenue	2,470,950	1,056,114
Interest income	<u>1,879</u>	<u>1,812</u>
Total Operating Revenue	<u>12,806,230</u>	<u>11,801,898</u>
Operating Expenses		
Payroll and related expenses	9,366,421	8,893,431
Other operating expenses	2,495,061	2,349,344
Depreciation	379,796	381,313
Interest expense	<u>134,376</u>	<u>127,818</u>
Total Operating Expenses	<u>12,375,654</u>	<u>11,751,906</u>
OPERATING INCOME AND EXCESS OF REVENUE OVER EXPENSES PRIOR TO LOSS FROM FLOOD DAMAGE	430,576	49,992
Loss From Flood Damage, Net	<u>-</u>	<u>(154,501)</u>
EXCESS (DEFICIT) OF REVENUE OVER EXPENSE AFTER LOSS FROM FLOOD DAMAGE	<u>\$ 430,576</u>	<u>\$ (104,509)</u>

(See accompanying notes to these consolidated financial statements)

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATED STATEMENT OF CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2013 AND 2012

	2013	2012
Unrestricted Net Assets:		
Excess (Deficit) of revenue over expenses after loss from flood damage	\$ 430,576	\$ (104,509)
Grant for capital acquisitions	-	2,000
Change in fair value of financial instrument	56,115	(59,678)
Net assets released from restrictions for capital acquisitions	161,465	9,229
Increase (Decrease) in Unrestricted Net Assets	648,156	(152,958)
Temporarily Restricted Net Assets:		
Contributions	68,981	108,377
Net assets released from restrictions for capital acquisitions	(161,465)	(9,229)
(Decrease) Increase in Temporarily Restricted Net Assets	(92,484)	99,148
Change in Net Assets	555,672	(53,810)
Net assets, beginning of year	8,600,311	8,654,121
NET ASSETS, END OF YEAR	\$ 9,155,983	\$ 8,600,311

(See accompanying notes to these consolidated financial statements)

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2013 AND 2012

	2013	2012
Cash Flows From Operating Activities		
Change in net assets	\$ 555,672	\$ (53,810)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Provision for bad debt	401,602	324,237
Depreciation	379,796	381,313
Grant for capital acquisitions	-	(2,000)
Change in fair value of financial instrument	(56,115)	59,678
Restricted contributions	(68,981)	(108,377)
(Increase) decrease in the following assets:		
Patients accounts receivable	(328,009)	(356,141)
Grants receivable	(91,477)	509,778
Other receivables	87,224	(83,653)
Other current assets	8,188	16,815
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	(144,919)	(169,082)
Accrued payroll and related expenses	152,662	(66,570)
Deferred revenue	90,657	6,256
	986,300	458,444
Net Cash Provided by Operating Activities		
Cash Flows From Investing Activities:		
Increase in assets limited as to use	(370,418)	(141,815)
Capital expenditures	(87,494)	(286,215)
	(457,912)	(428,030)
Net Cash Used by Investing Activities		

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED SEPTEMBER 30, 2013 AND 2012

	2013	2012
Cash Flows From Financing Activities		
Grants for capital acquisition	-	2,000
Restricted contributions	68,981	108,377
Principal payments on long-term debt	(101,527)	(93,815)
Net Cash (Used) Provided by Financing Activities	(32,546)	16,562
Net Increase in Cash and Cash Equivalents	495,842	46,976
Cash and Cash Equivalents, Beginning of Year	1,645,176	1,598,200
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 2,141,018	\$ 1,645,176
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 134,376	\$ 127,818

(See accompanying notes to these consolidated financial statements)

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Lamprey Health Care, Inc. "LHC" is a private non-stock, non-profit corporation organized in New Hampshire. LHC's primary purpose is to provide quality based family health and medical services to residents of Southern New Hampshire without regard to the patient's ability to pay for these services.

Subsidiary

Friends of Lamprey Health Care, Inc. "FLHC" is a non-stock, non-profit corporation organized in New Hampshire. FLHC's primary purpose is to support Lamprey Health Care, Inc. FLHC is also the property owner of LHC's Newmarket administrative and program offices. LHC is the sole member of FLHC.

Principles of Consolidation

The consolidated financial statements include the accounts of LHC and its subsidiary, FLHC. These agencies are collectively referred to as "the Organization." All significant intercompany balances and transactions have been eliminated in consolidation.

Income Taxes

Both LHC and FLHC are public charities under Section 501(c)(3) of the Internal Revenue Code. As public charities, the entities are exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated each entity's tax position and concluded that there is no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements. Management believes the Agency is no longer subject to income tax examinations for years prior to 2010.

Use of Estimates

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use. Short-term highly liquid investments with an original maturity of more than three months are classified as temporary investments.

Accounts Receivable

Accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectability of accounts receivable, the Organization analyzes its past history and identifies trends for all funding sources in the aggregate. In addition, balances in excess of one year are 100% reserved. Management regularly reviews data about revenue and payor mix in evaluating the sufficiency of the allowance for doubtful accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for doubtful accounts. The Organization has not changed its methodology for estimating the allowance for doubtful accounts during the years ended September 30, 2013 and 2012.

A reconciliation of the allowance for doubtful accounts follows:

	<u>2013</u>	<u>2012</u>
Balance, beginning of year	\$ 133,624	\$ 158,384
Provision	401,602	324,237
Write-offs	<u>(398,519)</u>	<u>(348,997)</u>
Balance, end of year	<u>\$ 136,707</u>	<u>\$ 133,624</u>

Assets Limited As to Use

Assets limited as to use include assets set aside under loan agreements for repairs and maintenance on the real property collateralizing the loan and assets designated by the board of directors and donor restricted contributions.

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Maintenance repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation is computed on the straight-line method and is provided over the estimated useful life of each class of depreciable asset.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contribution and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor.

Permanently restricted net assets are restricted by donors to be maintained by the Organization in perpetuity. There were no permanently restricted net assets.

Gifts of Long-lived Assets

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets or used to extinguish debt related to long-lived assets, are reported as restricted support. In the absence of explicit donor stipulations about how long those long-lived assets must be maintained, expiration of donor restrictions are reported when the donated, acquired long-lived assets are placed in service, or when gifts of cash are used for the extinguishment of debt related to the long-lived assets.

Patient Service Revenue

The Organization has agreements with third party payers, including Medicare and Medicaid, that provide for payments to the Organization at amounts different from its established rates. Standard charges for services to all patients are recorded as revenue when services are rendered. Clients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Organization's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Medicare, under the Federally Qualified Health Center "FQHC" program, reimburses the Organization based on a cost reimbursement formula. The Organization estimates and recognizes the difference, if any, between full charge and third-party defined cost in the period services are rendered. Ordinary differences, if any, between the Organization's estimate of the contractual allowance and the final settlement by Medicare and Medicaid are recognized in the period of final settlement. The Organization's Medicare cost reports have been retroactively settled through 2011.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Patient Service Revenue (Continued)

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Organization believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in other operating revenue in the year that such amounts become known. The Organization recorded a favorable change from prior year third party cost report estimates amounting to \$208,822 and \$57,280 for the years ended September 30, 2013 and 2012, respectively.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, the revenue is recorded net of the free care allowance. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization's charity care policy amounted to \$1,787,696 and \$1,806,778 for the years ended September 30, 2013 and 2012, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants. Local community support consists of contributions and United Way and municipal appropriations.

Excess (Deficit) of Revenue Over Expenses

The statement of operations includes excess (deficit) of revenue over expenses. Changes in unrestricted net assets, which are excluded from excess of revenue over expenses, consistent with industry practice, include the change in fair value of financial instruments and contributions of long-lived assets (including assets acquired using contributions and grants which by donor restriction were to be used for the purposes of acquiring such assets).

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Recently Issued Accounting Pronouncements

In July 2011, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2011-07, *Presentation and Disclosure of Patient Service Revenue, Provision for Bad Debts, and the Allowance for Doubtful Accounts*. The update requires certain health care entities to present the bad debt expense associated with patient service revenue as a deduction from patient service revenue (net of contractual allowances and discounts) rather than as an operating expense. Additionally, those health care entities are required to provide enhanced disclosure about their policies for recognizing revenue and assessing bad debts, including qualitative and quantitative information about changes in the allowance for doubtful accounts. The amendment is effective for fiscal years beginning on or after December 15, 2011, with early adoption permitted. The Organization adopted the amendment as of October 1, 2012 and retrospectively applied the amendment for the year ended September 30, 2012.

NOTE 2 ASSETS LIMITED AS TO USE

Assets limited as to use is composed of cash and cash equivalents and consisted of board designated and donor restricted funds at September 30, 2013 and 2012 as follows:

	<u>2013</u>	<u>2012</u>
United States Department of Agriculture Rural Development loan agreements	\$ 167,094	\$ 158,724
Designated by the governing board		
Capital	210,000	210,000
Working capital (federal monies)	507,000	507,000
Medicaid settlements	-	242,000
Nashua capital purchases	-	58,181
Succession planning	-	61,000
Transportation	26,882	22,565
Ann Peters health care access	6,085	-
ICD-10 implementation	796,082	-
Donor restricted:		
Temporarily (Note 6)	<u>270,383</u>	<u>353,638</u>
Total	<u>\$ 1,983,526</u>	<u>\$ 1,613,108</u>

Cash and cash equivalents included in assets limited as to use are not considered cash and cash equivalents for cash flow purposes.

NOTE 3 PROPERTY AND EQUIPMENT

The cost and accumulated depreciation of property and equipment at September 30, 2013 and 2012 follows:

	<u>2013</u>	<u>2012</u>
Land	\$ 1,138,520	\$ 1,095,740
Building and improvements	10,331,023	10,331,023
Furniture and equipment	<u>1,842,019</u>	<u>1,813,444</u>
Total Cost	13,311,562	13,240,207
Less, accumulated depreciation	<u>5,064,501</u>	<u>4,700,844</u>
Total Property and Equipment, Net	<u>\$ 8,247,061</u>	<u>\$ 8,539,363</u>

NOTE 4 LINE OF CREDIT

The Organization has an available \$300,000 revolving line of credit from a local bank through May 2015, with an effective interest rate of 3.25%. The line of credit is secured by all business assets. There was no outstanding balance at September 30, 2013 and 2012, respectively.

NOTE 5 LONG-TERM DEBT

A summary of notes payable at September 30, 2013 and 2012 follows:

	<u>2013</u>	<u>2012</u>
Promissory note payable to TD Bank, N.A. See terms outlined below	\$ 973,273	\$ 1,046,228
A 4.375% promissory note payable to the Rural Development Organization, paid in monthly installments of \$5,000, which includes interest through December 2036. The note is secured by all tangible property owned by the Organization.	872,676	893,991

NOTE 5 LONG-TERM DEBT (CONTINUED)

	<u>2013</u>	<u>2012</u>
A 5.375% promissory note payable to the Rural Development Organization, paid in monthly installments of \$4,949, which includes interest through June 2026. The note is secured by real estate owned by the Organization.	547,142	576,283
A 4.75% promissory note payable to the Rural Development Organization, paid in monthly installments of \$1,892, which includes interest, through November 2033. The note is secured by real estate owned by the Organization.	293,610	302,148
A 6.00% promissory note payable to the Rural Development Organization, paid in monthly installments of \$3,000, which includes interest, through November 2019. The note is secured by real estate owned by the Organization.	<u>157,764</u>	<u>183,457</u>
Total Long-term Debt	2,844,465	3,002,107
Less current maturities	<u>106,330</u>	<u>101,378</u>
Long-term Debt Excluding Current Maturities	<u>\$ 2,738,135</u>	<u>\$ 2,900,729</u>

During 2012, the Organization obtained a \$1,000,000 promissory note with TD Bank, N.A. to finance the construction of the medical facility in Nashua, New Hampshire. The note is secured by the real estate. Payments of interest only at 4.25% were due on the note during the construction phase of the note through January 2012, at which time the note converted to a ten year balloon note to be paid at the amortization rate of 30 years with monthly principal payments of \$1,345 plus interest at 85% of the one month LIBOR rate plus 2.125% through January 2022 when the balloon payment is due. During 2012, the Organization obtained an interest rate swap agreement for the ten year period that limits the potential rate fluctuation and essentially fixes the rate at 4.13%. The fair market value of the interest rate swap agreement was a liability of \$3,563 and \$59,678 at September 30, 2013 and 2012, respectively.

NOTE 5 LONG-TERM DEBT (CONTINUED)

New Hampshire Health and Educational Facilities Authority (NH HEFA) is participating in the lending for thirty percent of the promissory note, amounting to \$300,000. Under the NH HEFA program, the interest rate on that portion is not subject to the swap agreement and is a variable rate based on 50% of the interest rate charged by the local banking institution, which is 85% of the one month LIBOR rate plus 2.125%.

The Organization is required to meet certain annual minimum covenants as defined in the loan agreement with TD Bank. The covenants were met at September 30, 2013.

Scheduled principal repayments on long-term debt for the next five years and thereafter follows:

<u>September 30,</u>	
2014	\$ 106,330
2015	111,527
2016	116,995
2017	122,751
2018	128,806
Thereafter	<u>2,258,056</u>
Total	<u>\$ 2,844,465</u>

NOTE 6 TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets at September 30, 2013 and 2012 follows:

	<u>2013</u>	<u>2012</u>
Temporarily restricted for:		
Diabetes	\$ 20,303	\$ 20,303
Capital acquisitions	<u>402,617</u>	<u>495,101</u>
Total	<u>\$ 422,920</u>	<u>\$ 515,404</u>

The composition of temporarily restricted net assets at September 30, 2013 and 2012 follows:

	<u>2013</u>	<u>2012</u>
Assets limited as to use	\$ 270,383	\$ 353,638
Property and equipment	<u>152,537</u>	<u>161,766</u>
Total	<u>\$ 422,920</u>	<u>\$ 515,404</u>

NOTE 7 FUNCTIONAL EXPENSES

The Organization provides various services to residents within its geographic location. Expenses related to providing these services for the years ended September 30, 2013 and 2012 follows:

	<u>2013</u>	<u>2012</u>
Program services	\$ 10,572,681	\$ 10,180,749
Administrative and general	<u>1,802,973</u>	<u>1,571,157</u>
Total	<u>\$ 12,375,654</u>	<u>\$ 11,751,906</u>

NOTE 8 RETIREMENT PLAN

The Organization sponsors a defined contribution plan under Section 403(b) of the Internal Revenue Code. Contributions to the plan amounted to \$361,208 and \$465,522 for the years ended September 30, 2013 and 2012, respectively.

NOTE 9 CONCENTRATION OF RISK

The Organization has cash deposits in major financial institutions in excess of \$250,000, which exceeds federal depository insurance limits. The financial institution has a strong credit rating and management believes the credit risk related to these deposits is minimal. The Organization purchases overnight securities backed by the Federal Government on a daily basis. Funds are re-deposited with interest the following business morning.

At September 30, 2013, Medicare represented 19% and Medicaid represented 14% of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

NOTE 10 MALPRACTICE INSURANCE

The Organization is protected from medical malpractice risk as a FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended September 30, 2013, there were no known malpractice claims outstanding which in the opinion of management, will be settled for amounts in excess of both FTCA and insurance coverage; nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew insurance coverage on a claims-made basis and anticipates that such coverage will be available.

NOTE 11 LITIGATION

The Organization is involved in a legal dispute arising from the normal course of operations. Since it is impossible to assess the outcome of the dispute and the amount of monetary damages, if any, no liability has been reflected in the financial statements at September 30, 2013.

NOTE 12 SUBSEQUENT EVENTS

For financial reporting purposes, subsequent events have been evaluated by management through December 19, 2013, which is the date the financial statements were available to be issued.

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATING BALANCE SHEET

SEPTEMBER 30, 2013

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	Totals
Current Assets				
Cash and cash equivalents	\$ 1,580,568	\$ 560,450	-	\$ 2,141,018
Accounts receivable, net	697,315	-	-	697,315
Grants receivable	2,342,884	-	-	2,342,884
Other receivables	285,546	-	-	285,546
Other current assets	101,303	-	-	101,303
Total Current Assets	5,007,616	560,450	-	5,568,066
Assets Limited As To Use				
Property And Equipment, Net	1,864,232	119,294	-	1,983,526
	5,919,099	2,327,962	-	8,247,061
TOTAL ASSETS	\$ 12,790,947	\$ 3,007,706	\$ -	\$ 15,798,653

LIABILITIES AND NET ASSETS

Current Liabilities				
Accounts payable and accrued expenses	\$ 172,258	-	-	\$ 172,258
Accrued payroll and related expenses	1,004,995	-	-	1,004,995
Due to third party payers	73,250	-	-	73,250
Deferred revenue	2,547,702	-	-	2,547,702
Current maturities of long-term debt	47,886	58,444	-	106,330
Total Current Liabilities	3,846,091	58,444	-	3,904,535
Long-term Debt, Less Current Maturities	1,472,529	1,265,606	-	2,738,135
Total Liabilities	5,318,620	1,324,050	-	6,642,670
Net Assets				
Unrestricted	7,069,710	1,663,353	-	8,733,063
Temporarily restricted	402,617	20,303	-	422,920
Total Net Assets	7,472,327	1,683,656	-	9,155,983
TOTAL LIABILITIES AND NET ASSETS	\$ 12,790,947	\$ 3,007,706	\$ -	\$ 15,798,653

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATING BALANCE SHEET

SEPTEMBER 30, 2012

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	Totals
Current Assets				
Cash and cash equivalents	\$ 1,168,284	\$ 476,892	-	\$ 1,645,176
Accounts receivable, net	770,908	-	-	770,908
Grants receivable	2,251,407	-	-	2,251,407
Other receivables	372,770	-	-	372,770
Other current assets	109,491	-	-	109,491
Total Current Assets	4,672,860	476,892	-	5,149,752
Assets Limited As To Use				
Property And Equipment, Net	1,502,082	111,026	-	1,613,108
	6,115,325	2,424,038	-	8,539,363
TOTAL ASSETS	\$ 12,290,267	\$ 3,011,956	\$ -	\$ 15,302,223

LIABILITIES AND NET ASSETS

Current Liabilities				
Accounts payable and accrued expenses	\$ 317,177	-	-	\$ 317,177
Accrued payroll and related expenses	852,333	-	-	852,333
Due to third party payers	73,250	-	-	73,250
Deferred revenue	2,457,045	-	-	2,457,045
Current maturities of long-term debt	45,883	55,495	-	101,378
Total Current Liabilities	3,745,688	55,495	-	3,801,183
Long-term Debt, Less Current Maturities	1,576,628	1,324,101	-	2,900,729
Total Liabilities	5,322,316	1,379,596	-	6,701,912
Net Assets				
Unrestricted	6,472,850	1,612,057	-	8,084,907
Temporarily restricted	495,101	20,303	-	515,404
Total Net Assets	6,967,951	1,632,360	-	8,600,311
TOTAL LIABILITIES AND NET ASSETS	\$ 12,290,267	\$ 3,011,956	\$ -	\$ 15,302,223

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATING STATEMENT OF OPERATIONS

FOR THE YEAR ENDED SEPTEMBER 30, 2013

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	Totals
Operating Revenue				
Patient service revenue	\$ 6,801,083	-	-	\$ 6,801,083
Provision for bad debts	(401,602)	-	-	(401,602)
Net patient service revenue	6,399,481	-	-	6,399,481
Rental income	-	227,916	(227,916)	-
Grants, contracts, and contributions, net	3,933,920	-	-	3,933,920
Other operating revenue	2,470,950	-	-	2,470,950
Net assets released from restriction	-	-	-	-
Interest income	1,746	133	-	1,879
Total Operating Revenue	12,806,097	228,049	(227,916)	12,806,230
Operating Expenses				
Payroll and related expenses	9,366,421	-	-	9,366,421
Other operating expenses	2,705,458	17,519	(227,916)	2,495,061
Depreciation	283,720	96,076	-	379,796
Interest expense	71,218	63,158	-	134,376
Total Operating Expenses	12,426,817	176,753	(227,916)	12,375,654
OPERATING INCOME AND EXCESS OF REVENUE OVER EXPENSES	\$ 379,280	\$ 51,296	-	\$ 430,576

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATING STATEMENT OF OPERATIONS
FOR THE YEAR ENDED SEPTEMBER 30, 2012

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	Totals
Operating Revenue				
Patient service revenue	\$ 6,692,069	-	-	\$ 6,692,069
Provision for bad debts	(324,237)	-	-	(324,237)
Net patient service revenue	6,367,832	-	-	6,367,832
Rental income	-	227,916	(227,916)	-
Grants, contracts, and contributions, net	4,376,140	-	-	4,376,140
Other operating revenue	1,056,114	-	-	1,056,114
Net assets released from restriction	-	-	-	-
Interest income	1,593	219	-	1,812
Total Operating Revenue	11,801,679	228,135	(227,916)	11,801,898
Operating Expenses				
Payroll and related expenses	8,893,431	-	-	8,893,431
Other operating expenses	2,556,053	21,207	(227,916)	2,349,344
Depreciation	285,237	96,076	-	381,313
Interest expense	61,861	65,957	-	127,818
Total Operating Expenses	11,796,582	183,240	(227,916)	11,751,906
OPERATING INCOME AND EXCESS OF REVENUE OVER EXPENSES PRIOR TO LOSS FROM FLOOD DAMAGE	5,097	44,895	-	49,992
Loss from Flood Damage, Net	(154,501)	-	-	(154,501)
(DEFICIT) EXCESS OF REVENUE OVER EXPENSES AFTER LOSS FROM FLOOD DAMAGE	\$ (149,404)	\$ 44,895	\$ -	\$ (104,509)

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.

CONSOLIDATING STATEMENT OF CHANGES IN NET ASSETS
FOR THE YEAR ENDED SEPTEMBER 30, 2013

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	Consolidated Totals
Unrestricted Net Assets:				
Excess of revenue over expenses	\$ 379,280	\$ 51,296	-	\$ 430,576
Change in fair value of financial instrument	56,115	-	-	56,115
Net assets released from restrictions for capital acquisitions	161,465	-	-	161,465
Increase in Unrestricted Net Assets	596,860	51,296	-	648,156
Temporarily Restricted Net Assets:				
Contributions, net	68,981	-	-	68,981
Net assets released from restrictions for capital acquisitions	(161,465)	-	-	(161,465)
Decrease in Temporarily Restricted Net Assets	(92,484)	-	-	(92,484)
Change in Net Assets	504,376	51,296	-	555,672
Net Assets, Beginning of Year	6,967,951	1,632,360	-	8,600,311
NET ASSETS, END OF YEAR	\$ 7,472,327	\$ 1,683,656	\$ -	\$ 9,155,983

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATING STATEMENT OF CHANGES IN NET ASSETS
FOR THE YEAR ENDED SEPTEMBER 30, 2012

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	Consolidated Totals
Unrestricted Net Assets:				
(Deficit) excess of revenue over expenses after loss from flood damage	\$ (149,404)	\$ 44,895	-	\$ (104,509)
Grant for capital acquisition	2,000	-	-	2,000
Change in fair value of financial instrument	(59,678)	-	-	(59,678)
Net assets released from restrictions for capital acquisitions	9,229	-	-	9,229
(Decrease) Increase in Unrestricted Net Assets	<u>(197,853)</u>	<u>44,895</u>	<u>-</u>	<u>(152,958)</u>
Temporarily Restricted Net Assets:				
Contributions, net	108,377	-	-	108,377
Net assets released from restrictions for capital acquisitions	<u>(9,229)</u>	<u>-</u>	<u>-</u>	<u>(9,229)</u>
Increase in Temporarily Restricted Net Assets	<u>99,148</u>	<u>-</u>	<u>-</u>	<u>99,148</u>
Change in Net Assets	(98,705)	44,895	-	(53,810)
Net Assets, Beginning of Year	7,066,656	1,587,465	-	8,654,121
NET ASSETS, END OF YEAR	<u>\$ 6,967,951</u>	<u>\$ 1,632,360</u>	<u>\$ -</u>	<u>\$ 8,600,311</u>

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2013

Federal Grantor Pass-through Grantor Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Health and Human Services			
Direct Programs			
Health Center Cluster	93.224		<u>\$ 2,171,865</u>
Pass-through programs from:			
State of New Hampshire Department of Health and Human Services			
Minority Nursing Student Support Program	93.006	102-500731	15,000
Family Planning	93.217	102-500734	102,630
Breast and Cervical Cancer Program	93.283	102-500731	64,048
Temporary Assistance for Needy Families	93.558	502-500891	30,014
Oral Health	93.991	102-500731	12,369
Primary Care	93.994	102-500731	40,115
The Homemakers Health Services			
Bureau of Elderly and Adult Services Grant	93.044	540-800382	31,598
Dartmouth College			
Model State-Supported Area Health Education Centers	93.107	1107	68,571
Public Health Training Center	93.249	795	<u>150,000</u>
Total pass-through programs			<u>514,345</u>
Total U.S. Department of Health and Human Services			<u>2,686,210</u>
U.S. Department of Transportation			
Pass-through programs from:			
Cooperative Alliance for Seacoast Transportation Federal Transit Formula Grant	20.507		<u>59,389</u>
Total U.S. Department of Transportation			<u>59,389</u>
Total Expenditures of Federal Awards			<u>\$ 2,745,599</u>

The accompanying notes are an integral part of this schedule.

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards, "the Schedule", includes the federal grant activity of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., "the Organization", under programs of the federal government for the year ended September 30, 2013. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule, if any, represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available.

BRAD BORBIDGE, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

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

Independent Auditor's Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance with *Government Auditing Standards*

Board of Directors
Lamprey Health Care, Inc. and
Friends of Lamprey Health Care, Inc.
Newmarket, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Lamprey Health Care, Inc and Friends of Lamprey Health Care, Inc., which comprise the balance sheet as of September 30, 2013, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 19, 2013.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

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

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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

Compliance and Other Matters

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

Purpose of this Report

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

A handwritten signature in black ink, appearing to read "A. O'Neil", is located in the lower right quadrant of the page.

Concord, New Hampshire
December 19, 2013

BRAD BORBIDGE, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

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

Independent Auditor's Report on Compliance for Each Major Federal
Program and Report on Internal Control Over Compliance

Board of Directors
Lamprey Health Care, Inc. and
Friends of Lamprey Health Care, Inc.
Newmarket, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended September 30, 2013. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Organization's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred.

An audit includes examining, on a test basis, evidence about the Organization'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 on compliance for each major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Opinion on Each Major Federal Program

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2013.

Report on Internal Control Over Compliance

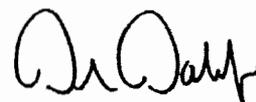
Management is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink, appearing to read "A. D. [unclear]".

Concord, New Hampshire
December 19, 2013

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2013

Section I - Summary of Auditor's Results

A. Financial Statements

1. Type of auditor's report issued	Unmodified
2. Internal control over financial reporting:	
• Material weakness(es) identified?	No
• Significant deficiencies identified?	No
3. Noncompliance material to financial statements noted?	No

B. Federal Awards

1. Internal control over major programs:	
• Material weakness(es) identified?	No
• Significant deficiencies identified?	No
2. Type of auditor's report issued on compliance for major programs	Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of OMB Circular A-133?	No

C. Major Programs

Health Center Cluster	93.224
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D. Dollar threshold used to distinguish between Type A and Type B programs	\$300,000
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E. Auditee qualified as low-risk auditee?	Yes
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LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE YEAR ENDED SEPTEMBER 30, 2013

Section II - Findings and Questioned Costs

A. Financial Statements

There were no financial statement findings for the year ended September 30, 2013.

B. Federal Awards

There were no federal awards findings for the year ended September 30, 2013.

Section III - Prior Findings and Questioned Costs

There were no prior financial statement or federal award audit findings for the year ended September 30, 2012.

LAMPREY HEALTH CARE

Our Mission

The mission of Lamprey Health Care is to provide high quality primary medical care and health related services, with an emphasis on prevention and lifestyle management, to all individuals regardless of ability to pay.

We seek to be a **leader in providing access** to medical and health services that improve the health status of the individuals and families in the communities we serve.

Our mission is to **remove barriers that prevent access to care**; we strive to eliminate such barriers as language, cultural stereotyping, finances and/or lack of transportation.

Lamprey Health Care's **commitment to the community** extends to providing and/or coordinating access to a full range of comprehensive services.

Lamprey Health Care is committed to achieving the highest level of patient satisfaction through a personal and caring approach and **exceeding standards of excellence in quality and service.**

Our Vision

We will be the **outstanding primary care choice** for our patients, our communities and our service area, and the standard by which others are judged.

We will continue as **pacesetter** in the use of new knowledge for lifestyle improvement, quality of life.
We will be a **center of excellence** in service, quality and teaching.

We will be **part of an integrated system** of care to ensure access to medical care for all individuals and families in our communities.

We will be an **innovator** to foster development of the best primary care practices, adoption of the tools of technology and teaching.

We will **establish partnerships**, linkages, networks and referrals with other organizations to provide access to a full range of services to meet our communities' needs.

Our Values

We exist to **serve the needs of our patients.**

We value a positive **caring approach** in delivering patient services.

We are committed to **improving the health** and total well-being of our communities.

We are committed to **being proactive** in identifying and meeting our communities' health care needs.

We provide a supportive environment for **the professional and personal growth, and healthy lifestyles of our employees.**

We provide an **atmosphere of learning** and growth for both patients and employees as well as for those seeking training in primary care.

We succeed by utilizing a **team approach** that values a positive, constructive commitment to Lamprey Health Care's mission.

LAMPREY HEALTH CARE

Board of Directors 2014

Audrey Ashton-Savage

President, Director

Term Ends 2015

George D. Donovan, Jr.

Vice President, Director

Term Ends 2016

Carol LaCross

Treasurer, Director

Term Ends 2015

Janis Reams

Secretary, Director

Term Ends 2016

Elizabeth Crepeau

Immediate Past President, Director

Term ends 2015

Thomas "Chris" Drew

Director

Term Ends 2016

Cynthia Giguere-Unrein

Director

Term Ends 2016

Raymond Goodman, III

Director

Term ends 2016

Frank Goodspeed

Director

Term Ends 2014

Mark E. Howard, Esq.

Director

Term Ends 2014

Amanda Pears Kelly

Director Term Ends 2014

Michael Merenda

Director

Term Ends 2015

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Gregory White	CEO	\$159,993	0	0
Sandra K. Pardus	CFO	\$111,384	0	0
Paula K. Smith	AHEC Director	\$95,950	5%	\$4798.00

Paula K. Smith

EDUCATION

Rivier University, Nashua NH, Doctoral Program in Education, Leadership and Learning
Expected date of graduation 2017

American Evaluation Association/Centers for Disease Control, Summer Institute, June 2012

The Dartmouth Institute of Health Policy and Clinical Practice, Coach the Coach: The Art of Coaching and Improving Quality, Microsystems Process Improvement Training, 2009

American Society of Training & Development, Professional Trainer Certificate Program, Concord, NH, 2002.

Cultural Competency; Training of Trainers Program, CCHCP Training Institute, Seattle, WA, 2000

University of Massachusetts, Boston, Harbor Campus, Boston, MA 02125
Masters in Business Administration, 1991

Boston University School of Public Health, Boston, MA
Negotiation and Conflict Resolution for Health Care Management
(Training Program), 1991

University of New Hampshire, Durham, NH
Bachelor of Science, Health Administration and Planning, 1985

PROFESSIONAL EXPERIENCE

February 1998 **Director, Southern New Hampshire Area Health Education Center (AHEC)**
Present **Lamprey Health Care, Raymond, NH**

- Coordinates, plans and supervises the establishment and operation of a new AHEC center and programs designed to increase access to quality health care in southern NH.
- Partners with community-based providers and academic institutions to improve the supply and distribution of primary health care professionals and facilitates student placements in the community with an emphasis on medically underserved areas.
- Provides training opportunities for residents, nurse practitioners, social worker, physician assistant, nursing and medical students, as well as practicing providers.
- Develops and coordinates health care awareness programs for high school students with a focus on minority and disadvantaged populations.
- Coaches health center microteams in quality improvement initiatives.
- Oversees implementation of "Better Choices, Better Health" Chronic Disease Self-Management Program, including marketing, reporting, recruitment and management of leaders, and coordination of NH CDSMP Network, a learning community of leaders.

October 1995 to **Regional Services Coordinator**
February 1998 **New England Community Health Center Association, Woburn, MA**

- Provided technical assistance, policy analysis, and other membership services to state primary care associations in New England and the community health centers they serve;
- Coordinated educational sessions for primary care clinicians and administrators on a variety of health care topics; assisted in developing program for two community health conferences a year, as well as one-day programs;
- Acted as liaison for members of MIS/Fiscal Directors and other regional committees;
- Wrote grants, including concept development, implementation plans and budget, for government and foundation proposals;
- Designed survey instruments, analyzed data, and wrote reports for region-wide surveys of community health centers, including compensation survey, needs assessment for locum tenens, survey on management information systems, and survey on productivity and staffing ratios;
- Acted as Project Director of Phase III of the Mammography Access Project;
- Wrote and distributed quarterly newsletter to health centers and public health organizations throughout New England.

February 1992 to **Program Director**
October 1995 **Department of Medical Security, Boston, MA**

- Managed the Labor Shortage Initiative, a \$23 million state-wide program providing education and training opportunities in health care occupations; oversaw the allocation of funds to participating hospitals, colleges and universities, and community organizations; supervised the development of contracts; monitored program achievements.
- Developed, implemented, and managed the *Children's Medical Security Plan*, a health insurance program for uninsured children under the age of 13; negotiated and monitored contracts totaling nearly \$12 million with participating insurers; coordinated public relations and outreach activities related to the program; acted as a liaison with various advocacy groups.
- Managed *CenterCare*, a \$4 million managed care program providing services through contracts with 30 community health centers across the state; allocated resources to participating centers; developed and conducted training sessions on *CenterCare* program operations for health center staff; analyzed demographic and utilization data of participants.

May 1990 to February 1992 **Contract Manager**
Department of Medical Security, Boston, MA

- Coordinated the procurement process for both *CenterCare* and the Labor Shortage Initiative, which included writing Requests for Proposals (RFPs), reviewing and analyzing proposals, monitoring the contracting and administration of funded proposals, and acting as a liaison between interested parties;
- Monitored *CenterCare* by coordinating payments to contractors, conducting site visits at participating community health centers, and reporting on program status; managed administrative procedures and acted as a liaison between agencies for all contracts in accordance with regulations.

October 1988 to May 1990 **Contract Specialist**
Office of the State Comptroller, Boston, MA

- Assisted and instructed departments in the process of contract approval, as well as utilization of the state-wide automated accounting systems (MMARS);
- Developed policies in support of state regulations pertaining to contract approval.
- Supervised contract officers in the review and approval of statewide consultant contracts; created reports to monitor departmental activities; organized special projects.

January 1988 to October 1988 **Contract Officer**
Office of the State Comptroller, Boston, MA

- Reviewed and approved transactions on MMARS submitted by departments throughout the Commonwealth;
- Managed Tax Exempt Lease Purchase program of all departments in the Commonwealth;
- Utilized word processing and spreadsheet programs.

September 1985 to January 1988 **Administrative Assistant**
Joseph M. Smith Community Health Center, Alston, MA

- Provided assistance to the Executive Director in overall administration of health center,
- Assisted Finance Director in management of accounts, and prepared monthly invoices for all grant reimbursement, utilizing word processing and spreadsheet programs.
- Supervised the payroll system and managed personnel files for 60 employees;
- Acted as liaison between outside vendors and health center;
- Interviewed candidates for support staff positions.

AFFILIATIONS

Endowment for Health Board of Advisors, 2013
Recipient of 2007 NH Office of Minority Health Women's Health Recognition Award
Leadership Board: American Lung Association of New Hampshire
Recipient of 2006 National AHEC Center for Excellence Award in Community Programming
Leadership New Hampshire 2003 Associate
Advisory Board Member- New Hampshire Minority Health Coalition
Member of National AHEC Organization
Member of the American Society of Training and Development
Organizational Recipient of 2002 Champions in Diversity Award for Education

References Available Upon Request

Kaitlyn J. St. Amand

EDUCATION

University of New Hampshire, Durham, NH Sept.2009 – May 2012
Bachelor of Science in Health Management and Policy

Suffolk University, Boston, MA Sept. 2008 - May 2009
Bachelor of Science in Biology
Secretary, Student Activities

Pinkerton Academy, Derry, NH Sept. 2004 - May 2008
Secretary, Class of 2008

LICENSURE: Licensed Nursing Assistant in New Hampshire Oct. 2010-Present
Basic Life Support May 2012

WORK EXPERIENCE

Program Coordinator
Southern New Hampshire Health Education Center
October 2012-Present

- Coordinates continuing education programs for allied health, behavioral health, and public health professionals, including group facilitation, curriculum development, budget management, and program accreditation
- Reports outcomes of programs to organization director, planning committees, funders, faculty, and Board of Directors
- Organizes Nursing Quest Summer Camps for youth of diverse racial, ethnic, and linguistic backgrounds in the Manchester and Nashua, NH area
- Manages the Chronic Disease Self-Management Program, Better Choices, Better Health for the southern 6 counties in New Hampshire
- Assists in the placement of student externship and shadowing experiences among the three Lamprey Health Care sites in Raymond, Nashua, and Newmarket, NH

President
Student Organization of Health Leadership
April 2011 – May 2012

- Organized and help lead an initiative to create a 5K road race with proceeds to establish a newly created scholarship fund for University of New Hampshire students in the Science in Health Management and Policy major
- Organized several annual and alumni fundraising events
- Delegated tasks and managed participation of other student members within organization.

Physician Corporation Administrative Intern
Wentworth-Douglass Hospital-Physician Corporation, Dover, NH
June 2011-November 2011

- Created and implemented a survey to retrieve information about patient satisfaction and potential referral rates across hospital affiliated physician offices

- Collected data, conducted analysis, and prepared final report with results from more than 150 polled patients as part of survey
- Produced CT and MRI leakage reports
- Composed instruction booklet on using the NextGen system within the office
- Worked with Nextgen and patient EMR system

Volunteer and Patient Companion

St. Joseph Hospital, Nashua, NH

June 2010-August 2010

- Managed the intake of health care forms and information for patients
- Assisted nurses and nursing assistants in non-clinical tasks to aid in the daily care of patients
- Socialized and conducted activities like reading with patients as part of the patient healing process
- Organized patient medical files in Oncology Department

Volunteer and Coordinator

Project Sunshine, Durham, NH

September 2010-September 2011

- Organized and participated in play time activities for various fundraising events to benefit Project Sunshine

Student Secretary

Student Activities Office at Suffolk University, Boston, MA

September 2008-May 2009

- Directed and answered phone calls for office administrators
- Copied, filed, and created documents as appropriate

ADDITIONAL WORK EXPERIENCE

Hostess

The Portsmouth Brewery, Portsmouth, NH

August 2011-Present

- Coordinated flow of guests throughout over 200 seating selections
- Optimized seating arrangements during busy restaurant hours
- Formulated guest waiting list with estimated seating times