



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4535 1-800-852-3345 Ext. 4535
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Nicholas A. Toumpas
Commissioner

Marcella Jordan Bobinsky
Acting Director

May 26, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Maternal and Child Health Section, to exercise renewal options and enter into amendments to existing agreements with the vendors listed below to provide family planning services, by increasing the price limitation by \$2,020,608.52, from \$2,196,074.00 to \$4,216,682.52, and by extending the completion date from June 30, 2015 to June 30, 2017, effective July 1, 2015 or date of Governor and Executive Council approval, whichever is later. Governor and Executive Council approved the original agreements on June 19, 2013 (Item #94). 68% Federal Funds, 32% General Funds.

Summary of contracted amounts by vendor:

Table with 5 columns: Vendor, Location, Current Amount, Increase / Decrease, Modified Amount. Lists vendors like Ammonoosuc Community Health Services, Community Action Program Belknap and Merrimack Counties, Inc., etc., with their respective amounts.

Funds are anticipated to be available in State Fiscal Years 2016 and 2017, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 26, 2015
Page 2 of 3

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

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

See attachment for financial details

EXPLANATION

This Request seeks to continue nine (9) of ten (10) original agreements that provide a continuum of affordable, comprehensive and accessible reproductive healthcare services to low-income women, men, and adolescents in New Hampshire, less the geographic areas of Cheshire and Rockingham Counties, and the towns of Lebanon and Claremont. The tenth contractor, Ammonoosuc Community Health Services, chose not to continue to provide this service due to low service demand within its practice's client base after several families obtained health insurance coverage under the Affordable Care Act. As a result, the Department worked with Week's Medical Center to absorb the remaining service demand in the region and adjusted the Week's Medical Center agreement accordingly.

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

Should Governor and Executive Council not authorize this Request, there would be a significant decrease in the availability of quality reproductive health services for adolescents, minorities and low-income women and men in New Hampshire. In SFY 2014, 6,176 people, who lived below 250% of the federal poverty level, utilized these services. This represents 77% of the clients seen at Family Planning clinics. New Hampshire could face increased long-term costs associated with health care and social services due to unintended pregnancies without the investment of both federal and general funds.

These agreements were awarded as the result of a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from January 9, 2013 through February 26, 2013. The Bid Summary is attached.

As referenced in the Governor and Executive Council letters that originally approved these agreements, both the Request for Proposals, Renewals Section and the original agreements contained the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. Because each of these vendors has continually well-performed its contractual responsibilities, the Department is exercising this option.

The following performance measures will be used to measure the effectiveness of the agreements:

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

Area served: Statewide, less the geographic areas of Cheshire and Rockingham counties, and the towns of Lebanon and Claremont.

Source of Funds: 50% Federal Funds from the US Department of Health and Human Services, Office of Population Affairs, Family Planning Services, Catalog of Federal and Domestic Assistance Number, 93.217, Federal Award Identification Number (FAIN) #FPHPA016063, 18% Federal Funds from the US Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families, Catalog of Federal and Domestic Assistance Number 93.558, Federal Award Identification Number (FAIN) # 1502NHTANF, and 32% General Funds.

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

Respectfully submitted,



Marcella Jordan Bobinsky
Acting Director

Approved by:



Nicholas A. Toumpas
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET

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

SFY 2016 & SFY 2017 - 61.2% Federal Funds and 38.8% General Funds

CFDA # 93.217
FUNDER Title X Family Planning

FAIN# FHPA016063

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

PO # 1031769

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|----------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014 | 102-500734 | Contracts for Program Svcs | 90080203 | 67,840.56 | - | 67,840.56 |
| SFY 2015 | 102-500734 | Contracts for Program Svcs | 90080203 | 86,968.29 | - | 86,968.29 |
| SFY 2016 | 102-500734 | Contracts for Program Svcs | 90080203 | - | - | - |
| | | Sub Total | | 154,808.85 | - | 154,808.85 |

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

PO # 1030669

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|----------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014 | 102-500734 | Contracts for Program Svcs | 90080203 | 170,618.00 | - | 170,618.00 |
| SFY 2015 | 102-500734 | Contracts for Program Svcs | 90080203 | 170,618.00 | - | 170,618.00 |
| SFY 2016 | 102-500734 | Contracts for Program Svcs | 90080203 | - | 170,618.00 | 170,618.00 |
| SFY 2017 | 102-500734 | Contracts for Program Svcs | 90080203 | - | 170,618.00 | 170,618.00 |
| | | Sub Total | | 341,236.00 | 341,236.00 | 682,472.00 |

Manchester Community Health (Vendor #157274-B001)

PO # 1042115

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|----------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014 | 102-500734 | Contracts for Program Svcs | 90080203 | 44,651.87 | - | 44,651.87 |
| SFY 2015 | 102-500734 | Contracts for Program Svcs | 90080203 | 52,639.86 | - | 52,639.86 |
| SFY 2016 | 102-500734 | Contracts for Program Svcs | 90080203 | - | 45,239.63 | 45,239.63 |
| SFY 2017 | 102-500734 | Contracts for Program Svcs | 90080203 | - | 45,239.63 | 45,239.63 |
| | | Sub Total | | 97,291.73 | 90,479.26 | 187,770.99 |

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

PO # 1031463

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|----------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014 | 102-500734 | Contracts for Program Svcs | 90080203 | 90,574.74 | - | 90,574.74 |
| SFY 2015 | 102-500734 | Contracts for Program Svcs | 90080203 | 96,517.00 | - | 96,517.00 |
| SFY 2016 | 102-500734 | Contracts for Program Svcs | 90080203 | - | 96,517.00 | 96,517.00 |
| SFY 2017 | 102-500734 | Contracts for Program Svcs | 90080203 | - | 96,517.00 | 96,517.00 |
| | | Sub Total | | 187,091.74 | 193,034.00 | 380,125.74 |

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

PO # 1031464

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|----------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014 | 102-500734 | Contracts for Program Svcs | 90080203 | 53,232.43 | - | 53,232.43 |
| SFY 2015 | 102-500734 | Contracts for Program Svcs | 90080203 | 55,376.86 | - | 55,376.86 |
| SFY 2016 | 102-500734 | Contracts for Program Svcs | 90080203 | - | 66,274.59 | 66,274.59 |
| SFY 2017 | 102-500734 | Contracts for Program Svcs | 90080203 | - | 66,274.59 | 66,274.59 |
| | | Sub Total | | 108,609.29 | 132,549.18 | 241,158.47 |

Goodwin Community Health (Vendor #154703-B001)

PO # 1031471

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|----------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014 | 102-500734 | Contracts for Program Svcs | 90080203 | 110,966.28 | - | 110,966.28 |
| SFY 2015 | 102-500734 | Contracts for Program Svcs | 90080203 | 115,689.76 | - | 115,689.76 |
| SFY 2016 | 102-500734 | Contracts for Program Svcs | 90080203 | - | 87,121.62 | 87,121.62 |
| SFY 2017 | 102-500734 | Contracts for Program Svcs | 90080203 | - | 87,121.62 | 87,121.62 |
| | | Sub Total | | 226,656.04 | 174,243.24 | 400,899.28 |

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

PO # 1031516

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|----------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014 | 102-500734 | Contracts for Program Svcs | 90080203 | 25,155.18 | - | 25,155.18 |
| SFY 2015 | 102-500734 | Contracts for Program Svcs | 90080203 | 40,918.17 | - | 40,918.17 |
| SFY 2016 | 102-500734 | Contracts for Program Svcs | 90080203 | - | 29,542.87 | 29,542.87 |
| SFY 2017 | 102-500734 | Contracts for Program Svcs | 90080203 | - | 29,542.87 | 29,542.87 |
| | | Sub Total | | 66,073.35 | 59,085.74 | 125,159.09 |

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

PO # 1031731

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|----------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014 | 102-500734 | Contracts for Program Svcs | 90080203 | 167,684.74 | - | 167,684.74 |
| SFY 2015 | 102-500734 | Contracts for Program Svcs | 90080203 | 168,013.74 | - | 168,013.74 |
| SFY 2016 | 102-500734 | Contracts for Program Svcs | 90080203 | - | 201,582.86 | 201,582.86 |
| SFY 2017 | 102-500734 | Contracts for Program Svcs | 90080203 | - | 201,582.86 | 201,582.86 |
| | | Sub Total | | 335,698.48 | 403,165.72 | 738,864.20 |

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

PO # 1031629

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|----------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014 | 102-500734 | Contracts for Program Svcs | 90080203 | 44,387.33 | - | 44,387.33 |
| SFY 2015 | 102-500734 | Contracts for Program Svcs | 90080203 | 46,088.25 | - | 46,088.25 |
| SFY 2016 | 102-500734 | Contracts for Program Svcs | 90080203 | - | 53,351.89 | 53,351.89 |
| SFY 2017 | 102-500734 | Contracts for Program Svcs | 90080203 | - | 53,351.89 | 53,351.89 |
| | | Sub Total | | 90,475.58 | 106,703.78 | 197,179.36 |

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

PO # 1031631

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|----------------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014 | 102-500734 | Contracts for Program Svcs | 90080203 | 89,767.87 | - | 89,767.87 |
| SFY 2015 | 102-500734 | Contracts for Program Svcs | 90080203 | 98,365.07 | - | 98,365.07 |
| SFY 2016 | 102-500734 | Contracts for Program Svcs | 90080203 | - | 83,108.80 | 83,108.80 |
| SFY 2017 | 102-500734 | Contracts for Program Svcs | 90080203 | - | 83,108.80 | 83,108.80 |
| | | Sub Total | | 188,132.94 | 166,217.60 | 354,350.54 |
| | | Sub Total | | 1,796,074.00 | 1,666,714.52 | 3,462,788.52 |

05-95-45-450010-6146 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF FAMILY ASSISTANCE, TEMPORARY ASSISTANCE TO NEEDY FAMILIES
 SFY 2016 & SFY 2017 - 100% Federal Funds

CFDA # 93.558
 FUNDER US DHHS, Administration for Children & Families

FAIN# 1502NHTANF

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

PO # 1031769

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|-----------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014 | 502-500891 | Payments to Providers | 45030203 | 23,053.00 | - | 23,053.00 |
| SFY 2015 | 502-500891 | Payments to Providers | 45030203 | 23,053.00 | - | 23,053.00 |
| SFY 2016 | 502-500891 | Payments to Providers | 45030203 | - | - | - |
| | | Sub Total | | 46,106.00 | - | 46,106.00 |

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

PO #1031600

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|-----------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014 | 502-500891 | Payments to Providers | 45030203 | 45,314.00 | - | 45,314.00 |
| SFY 2015 | 502-500891 | Payments to Providers | 45030203 | 45,314.00 | - | 45,314.00 |
| SFY 2016 | 502-500891 | Payments to Providers | 45030203 | - | 45,314.00 | 45,314.00 |
| SFY 2017 | 502-500891 | Payments to Providers | 45030203 | - | 45,314.00 | 45,314.00 |
| | | Sub Total | | 90,628.00 | 90,628.00 | 181,256.00 |

Manchester Community Health (Vendor #157274-B001)

PO #1042103

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|-----------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014 | 502-500891 | Payments to Providers | 45030203 | 4,940.00 | - | 4,940.00 |
| SFY 2015 | 502-500891 | Payments to Providers | 45030203 | 4,940.00 | - | 4,940.00 |
| SFY 2016 | 502-500891 | Payments to Providers | 45030203 | - | 4,940.00 | 4,940.00 |
| SFY 2017 | 502-500891 | Payments to Providers | 45030203 | - | 4,940.00 | 4,940.00 |
| | | Sub Total | | 9,880.00 | 9,880.00 | 19,760.00 |

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

PO #1031602

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|-----------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014 | 502-500891 | Payments to Providers | 45030203 | 33,032.00 | - | 33,032.00 |
| SFY 2015 | 502-500891 | Payments to Providers | 45030203 | 33,032.00 | - | 33,032.00 |
| SFY 2016 | 502-500891 | Payments to Providers | 45030203 | - | 33,032.00 | 33,032.00 |
| SFY 2017 | 502-500891 | Payments to Providers | 45030203 | - | 33,032.00 | 33,032.00 |
| | | Sub Total | | 66,064.00 | 66,064.00 | 132,128.00 |

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

PO # 1031604

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|-----------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014 | 502-500891 | Payments to Providers | 45030203 | 12,361.00 | - | 12,361.00 |
| SFY 2015 | 502-500891 | Payments to Providers | 45030203 | 12,361.00 | - | 12,361.00 |
| SFY 2016 | 502-500891 | Payments to Providers | 45030203 | - | 12,361.00 | 12,361.00 |
| SFY 2017 | 502-500891 | Payments to Providers | 45030203 | - | 12,361.00 | 12,361.00 |
| | | Sub Total | | 24,722.00 | 24,722.00 | 49,444.00 |

Goodwin Community Health (Vendor #154703-B001)

PO # 1031605

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|-----------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014 | 502-500891 | Payments to Providers | 45030203 | 17,839.00 | - | 17,839.00 |
| SFY 2015 | 502-500891 | Payments to Providers | 45030203 | 17,839.00 | - | 17,839.00 |
| SFY 2016 | 502-500891 | Payments to Providers | 45030203 | - | 17,839.00 | 17,839.00 |
| SFY 2017 | 502-500891 | Payments to Providers | 45030203 | - | 17,839.00 | 17,839.00 |
| | | Sub Total | | 35,678.00 | 35,678.00 | 71,356.00 |

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

PO # 1031606

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|-----------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014 | 502-500891 | Payments to Providers | 45030203 | 10,030.00 | - | 10,030.00 |
| SFY 2015 | 502-500891 | Payments to Providers | 45030203 | 10,030.00 | - | 10,030.00 |
| SFY 2016 | 502-500891 | Payments to Providers | 45030203 | - | 10,030.00 | 10,030.00 |
| SFY 2017 | 502-500891 | Payments to Providers | 45030203 | - | 10,030.00 | 10,030.00 |
| | | Sub Total | | 20,060.00 | 20,060.00 | 40,120.00 |

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

PO # 1031608

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|-----------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014 | 502-500891 | Payments to Providers | 45030203 | 29,719.00 | - | 29,719.00 |
| SFY 2015 | 502-500891 | Payments to Providers | 45030203 | 29,719.00 | - | 29,719.00 |
| SFY 2016 | 502-500891 | Payments to Providers | 45030203 | - | 29,719.00 | 29,719.00 |
| SFY 2017 | 502-500891 | Payments to Providers | 45030203 | - | 29,719.00 | 29,719.00 |
| | | Sub Total | | 59,438.00 | 59,438.00 | 118,876.00 |

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

PO # 1031609

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|-----------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014 | 502-500891 | Payments to Providers | 45030203 | 12,427.00 | - | 12,427.00 |
| SFY 2015 | 502-500891 | Payments to Providers | 45030203 | 12,427.00 | - | 12,427.00 |
| SFY 2016 | 502-500891 | Payments to Providers | 45030203 | - | 12,427.00 | 12,427.00 |
| SFY 2017 | 502-500891 | Payments to Providers | 45030203 | - | 12,427.00 | 12,427.00 |
| | | Sub Total | | 24,854.00 | 24,854.00 | 49,708.00 |

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

PO # 1031612

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|-----------------|-----------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2014 | 502-500891 | Payments to Providers | 45030203 | 11,285.00 | - | 11,285.00 |
| SFY 2015 | 502-500891 | Payments to Providers | 45030203 | 11,285.00 | - | 11,285.00 |
| SFY 2016 | 502-500891 | Payments to Providers | 45030203 | - | 11,285.00 | 11,285.00 |
| SFY 2017 | 502-500891 | Payments to Providers | 45030203 | - | 11,285.00 | 11,285.00 |
| | | Sub Total | | 22,570.00 | 22,570.00 | 45,140.00 |
| | | Sub Total | | 400,000.00 | 353,894.00 | 753,894.00 |
| | | Total | | 2,196,074.00 | 2,020,608.52 | 4,216,682.52 |

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4517 1-800-852-3345 Ext. 4517
Fax: 603-271-4519 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

G & C APPROVED
Date: 6/19/13
Item #: 94

May 20, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Maternal and Child Health Section, to enter into agreements with vendors for an amount not to exceed \$2,196,074.00 to provide family planning services from July 1, 2013 through June 30, 2015, effective July 1, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015.

Summary of contracted amounts by vendor:

68.56% Federal
31.44% General

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 20, 2013
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Funds are anticipated to be available in the following account in State Fiscal Year 2014-2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

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

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

Please see attachment for financial details

EXPLANATION

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

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

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

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

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

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

¹ <http://www.guttmacher.org/statecenter/title-X/NH.html>

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

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

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

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

The following performance measures will be used to measure the effectiveness of the agreements.

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

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 20, 2013
Page 4

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

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

Respectfully submitted,

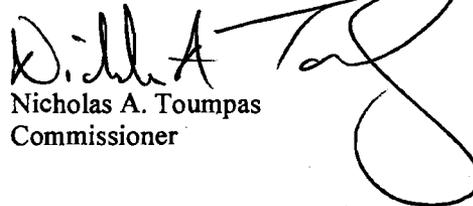


José Thier Montero, MD
Director



Terry Smith
Director
Division of Family Assistance

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/JF/PMT/jf

Program Name
 Contract Purpose
 RFP Score Summary

Family Planning
 Family Planning Services

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

| BUDGET REQUEST | Year 01 | Year 02 | Year 03 | TOTAL BUDGET REQUEST | BUDGET AWARDED |
|----------------|------------|------------|------------|----------------------|----------------|
| | 148,473.00 | 215,935.00 | 70,036.00 | 129,550.00 | 68,511.00 |
| | 148,473.00 | 215,935.00 | 70,036.00 | 129,550.00 | 68,511.00 |
| | 296,946.00 | 431,870.00 | 140,072.00 | 259,100.00 | 137,022.00 |
| | 200,914.29 | 431,864.00 | 107,171.73 | 253,155.74 | 133,331.29 |
| | | | | | 86,133.35 |
| | | | | | 395,136.48 |
| | | | | | 115,329.58 |
| | | | | | 210,702.94 |

RFP Reviewers

| Name | Job Title | Dept/Agency | Qualifications |
|-----------------------|-----------------------------------|---------------------|--|
| 1 Deidre Dunn | Home Visiting Program Manager | DHHS/DPHS | The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, as well as professionals who work external to the Division of Public Health Services who hold leadership positions in municipal, nonprofit public health, and health policy advocacy organizations. Each reviewer was selected for the specific skill set they possess and their experience with family planning and community health centers. The purpose of the review team is to compliment and build upon each of these perspectives for a well-balanced, objective review of the family planning proposals. |
| 2 Teresa Brown | Health Promotion Advisor | DHHS/DPHS | |
| 3 Donna Mombourquette | STD Coordinator | DHHS/DPHS | |
| 4 Donna Fleming | Administrator | DHHS/DPHS | |
| 5 Evelyn Kietlyla | Administrator | FP Council of Maine | |
| 6 Rhonda Seigel | Injury Prevention Program Manager | DHHS/DPHS | |
| 7 Beverly McGuire | Retired | N/A | |
| 8 Heidi Pezold | Home Visiting Coordinator | DHHS/DPHS | |
| 9 Neil Twitchell | Administrator | DHHS/DPHS | |



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to Family Planning Services Contract**

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment 1") dated this 9th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Belknap-Merrimack County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at PO Box 1016, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item #94), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

1. Amend Form P-37, Subject to read Family Planning Services
2. Amend Form P-37, Block 1.7 to read June 30, 2017
3. Amend Form P-37, Block 1.8 to read \$863,728.00
4. Amend Form P-37, Block 1.9 to read Eric Borrin
5. Amend Form P-37, Block 1.10 to read 603-271-9558
6. Amend Exhibit A, Scope of Services, Contract Period to read: "July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2017."
7. Amend Exhibit B, Purchase of Services, by:
 - 7.1. Changing Contract Period to read, "July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2017"
 - 7.2. Changing Job #45130203 to read Job #45030203
 - 7.3. Deleting paragraph 1 in its entirety and replacing it with new paragraph 1 and sub-paragraphs (a) and (b):
 1. The total amount of all payments made to the Contractor for the cost and expenses incurred in the performance of services during the period of July 1, 2015 through June 30, 2017 shall not exceed:



(a) \$215,932.00 in SFY 2016 and \$215,932.00 in SFY 2017 for a total amount of \$431,864.00.

(b) Funding is available as follows:

- \$208,836.43 – 61.2% Federal Funds from the Office of Population Affairs, Family Planning Services, Title X of the Public Health Services Act, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016063
- \$132,399.57 – 38.8% from General Funds
- \$90,628.00 – 100% Federal Funds from the Administration for Children and Families, Temporary Assistance for Needy Families, Title IV of the Social Security Act, (CFDA #93.558, FAIN 1502NHTANF).

7.4. Deleting paragraph 2 and replacing it with new paragraph 2:

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit B-1, Budget. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

7.5. Deleting paragraph 6 and replacing it with new paragraph 6:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

8. Add Exhibit B-1

9. Delete Exhibit C and replace with Exhibit C Amendment #1

10. Add Exhibit C-1

11. Delete Exhibit G and replace with Exhibit G Amendment #1

12. Delete Exhibit I and replace with Exhibit I Amendment #1

New Hampshire Department of Health and Human Services
Family Planning Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

6/2/15
Date

State of New Hampshire
Department of Health and Human Services

[Signature]
Brook Dupee
Bureau Chief

Program, Inc.

Belknap-Merrimack County Community Action

4/21/2015
Date

[Signature]
NAME Ralph Littlefield
TITLE Executive Director

Acknowledgement:

State of New Hampshire, County of Merrimack on 4/21/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Kathy L. Howard, Notary Public

Name and Title of Notary or Justice of the Peace



New Hampshire Department of Health and Human Services
Family Planning Services



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

OFFICE OF THE ATTORNEY GENERAL

6/8/15
Date

[Signature]
Name: Michael A. York
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**Ehibit B-1
Budget**

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

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

Budget Request for: Family Planning Program Services (FPPS)
(Name of RFP)

Budget Period: July 1, 2015 to June 30, 2016

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|----------------------|----------------|----------------------|---|
| 1. Total Salary/Wages | \$ 152,618.00 | \$ - | \$ 152,618.00 | |
| 2. Employee Benefits | \$ - | \$ - | \$ - | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ 18,000.00 | \$ - | \$ 18,000.00 | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ - | \$ - | \$ - | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 170,618.00 | \$ - | \$ 170,618.00 | |

Indirect As A Percent of Direct

0.0%

NH DHHS
Exhibit B-1 Budget

Contractor Initials:

RA

Page 1 of 1

Date:

4/20/15

**Ehibit B-1
Budget**

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

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

Budget Request for: Family Planning Program Services (FPPS)
(Name of RFP)

Budget Period: July 1, 2016 to June 30, 2017

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|----------------------|----------------|----------------------|---|
| 1. Total Salary/Wages | \$ 152,618.00 | \$ - | \$ 152,618.00 | |
| 2. Employee Benefits | \$ - | \$ - | \$ - | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ 18,000.00 | \$ - | \$ 18,000.00 | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ - | \$ - | \$ - | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 170,618.00 | \$ - | \$ 170,618.00 | |

Indirect As A Percent of Direct

0.0%

NH DHHS
Exhibit B-1 Budget

Contractor Initials: RR

Date: 4/20/15

**Exhibit B-1
Budget**

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

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

Budget Request for: Family Planning Program Svcs (FPPS) TANF
(Name of RFP)

Budget Period: July 1, 2015 to June 30, 2016

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------|--------------------|---------------------|---|
| 1. Total Salary/Wages | \$ 35,524.00 | \$ 1,200.00 | \$ 36,724.00 | |
| 2. Employee Benefits | \$ 4,040.00 | \$ 250.00 | \$ 4,290.00 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ 250.00 | \$ - | \$ 250.00 | |
| 6. Travel | \$ 2,000.00 | \$ - | \$ 2,000.00 | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ 1,700.00 | \$ - | \$ 1,700.00 | |
| 11. Staff Education and Training | \$ 350.00 | \$ - | \$ 350.00 | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 43,864.00 | \$ 1,450.00 | \$ 45,314.00 | |

Indirect As A Percent of Direct

3.3%

NH DHHS
Exhibit B-1 Budget

Contractor Initials:

Date:

4/20/15

**Exhibit B-1
Budget**

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

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

Budget Request for: Family Planning Program Svcs (FPPS) TANF
(Name of RFP)

Budget Period: July 1, 2016 to June 30, 2017

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------|--------------------|---------------------|---|
| 1. Total Salary/Wages | \$ 35,524.00 | \$ 1,200.00 | \$ 36,724.00 | |
| 2. Employee Benefits | \$ 4,040.00 | \$ 250.00 | \$ 4,290.00 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ 250.00 | \$ - | \$ 250.00 | |
| 6. Travel | \$ 2,000.00 | \$ - | \$ 2,000.00 | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ 1,700.00 | \$ - | \$ 1,700.00 | |
| 11. Staff Education and Training | \$ 350.00 | \$ - | \$ 350.00 | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 43,864.00 | \$ 1,450.00 | \$ 45,314.00 | |

Indirect As A Percent of Direct

3.3%

NH DHHS
Exhibit B-1 Budget

Contractor Initials: RR

Date: 4/20/15



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;

AR
4/24/15



- 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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) 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

[Handwritten Signature]
[Handwritten Date: 4/22/15]



- 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.

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4/24/15



Exhibit C-1

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. **Renewal:**

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

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

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

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

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

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

Exhibit G- Amendment #1

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

Contractor Initials

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Date

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New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

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

4/21/2015
Date


Name: Ralph Littlefield
Title: Executive Director

Exhibit G- Amendment #1

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

Contractor Initials RL

Date 4/21/15



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.

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

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

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

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4/24/15



Exhibit I Amendment #1

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I Amendment #1

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

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

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Exhibit I Amendment #1

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials

[Handwritten Signature]
Date 4/20/15



Exhibit I Amendment #1

- 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) l, 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.

NH D HHS
 The State
Brook Dupre
 Signature of Authorized Representative
Brook Dupre
 Name of Authorized Representative

 Title of Authorized Representative
4/21/15
 Date

Community Action Program Belknap-Merrimack Counties, Inc.
 Name of the Contractor
Ralph Littlefield
 Signature of Authorized Representative
Ralph Littlefield
 Name of Authorized Representative
 Executive Director
 Title of Authorized Representative
4/21/2015
 Date

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Community Action Program Belknap and Merrimack Counties, Inc. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April, A.D. 2015

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

William M. Gardner
Secretary of State

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

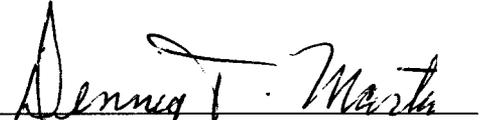
I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 12/18/2014, such authority to be in force and effect until 6/30/2017 (contract termination date). (see attached)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Ralph Littlefield, Executive Director

(5) The meeting of the Board of Directors was held in accordance with New Hampshire, (state of incorporation) law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.

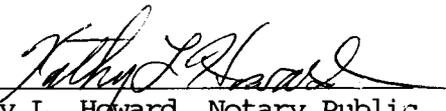
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 21st day of April, 2015.


Secretary-Clerk

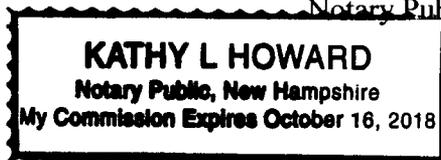
STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 21st day of April, 2015, before me, Kathy L Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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


Kathy L. Howard, Notary Public
Notary Public/Justice of the Peace

Commission Expiration Date:



COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

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

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

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

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on December 18, 2014, and has not been amended or revoked and remains in effect as of the date listed below.

4/21/2015

Date



Dennis T. Martino
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/16/2015

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

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

| PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101 | CONTACT NAME: Karen Shaughnessy PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|-----------------------|-------|------------------------------|-------|-----------------------------|--|------------------------|--|-------------|--|-------------|
| | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A Arch Ins Co</td> <td>11150</td> </tr> <tr> <td>INSURER B QBE Insurance Corp</td> <td>39217</td> </tr> <tr> <td>INSURER C Hanover Ins Group</td> <td></td> </tr> <tr> <td>INSURER D N.H.M.M. JUA</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A Arch Ins Co | 11150 | INSURER B QBE Insurance Corp | 39217 | INSURER C Hanover Ins Group | | INSURER D N.H.M.M. JUA | | INSURER E : | | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | |
| INSURER A Arch Ins Co | 11150 | | | | | | | | | | | | | |
| INSURER B QBE Insurance Corp | 39217 | | | | | | | | | | | | | |
| INSURER C Hanover Ins Group | | | | | | | | | | | | | | |
| INSURER D N.H.M.M. JUA | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | |
| INSURED Community Action Programs P. O. Box 1016 Concord NH 03302 | | | | | | | | | | | | | | |

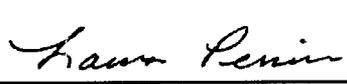
COVERAGES CERTIFICATE NUMBER: 14-15 All w/ prof REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------|---|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | NCPKG0226602 | 6/17/2014 | 6/17/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Directors & Officers \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> | | | NFP0086654- (D&O) | 4/1/2015 | 4/1/2016 | |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | NCAUT0226602 | 6/17/2014 | 6/17/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | NCFXS0226600 | 6/17/2014 | 6/17/2015 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | QWC3000372 (3a.) NH All officers included | 6/17/2014 | 6/17/2015 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| C | Blanket Crime | | | BDV1945863 | 3/27/2015 | 3/27/2016 | Limit 500,000 |
| D | Professional | | | NHJUA11882 | 12/30/2014 | 12/30/2015 | Limit 1,000,000 |

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

CERTIFICATE HOLDER **CANCELLATION**

| | |
|---|--|
| NH DHHS 129 Pleasant Street Concord, NH 03301 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE Laura Perrin/JSC  |



Community Action Program Belknap–Merrimack Counties, Inc.



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

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

STATEMENT OF PURPOSE

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

CAPBMCI Statement of Purpose

| | | | | | |
|---|---|---|--|--|---|
| ALTON Senior Center 875-7102 Prospect View Housing 875-3111 | CONCORD Area Center 225-6880 Head Start 224-4492 Early Head Start 224-4492 Concord Area Meals-on-Wheels 225-9092 Concord Area Transit 225-1989 Horseshoe Pond Place 228-6956 WCCSFP 225-2050 Workplace Success 223-2305 | FRANKLIN Area Center 934-3444 Head Start 934-2161 Early Head Start 934-2161 Senior Center 934-4151 Riverside Housing 934-6340 | LACONIA Area Center 524-5512 Head Start 528-5334 Early Head Start 528-5334 Senior Center 524-7689 Family Planning 524-8463 Prenatal 524-8463 Winipemaukee Transit 528-2496 Workplace Success 524-4387 | NEWBURY Newbury Commons Housing 763-6360 | PITTSFIELD Senior Center 435-9482 Head Start 435-6818 Early Head Start 436-6611 |
| BELMONT Senior Center 267-8967 Heritage Terr. Housing 267-8801 | KEARSARGE VALLEY Area Center 466-2207 Head Start 466-2208 North Ridge Housing 466-3388 | NEWBURY OSSIPEE Family Planning 538-7552 Prenatal 539-7552 | PEMBROKE Village at Pembroke Farms Housing 485-1842 | SUNCOOK Area Center 685-7824 Senior Center 685-4254 | |
| BRADFORD Senior Center 938-2164 | EPSOM Meadow Brook Housing 736-8250 | MEREDITH Area Center 279-4096 | | | TILTON Senior Center 527-8291 |

Financial Statements

**COMMUNITY ACTION PROGRAM
BELKNAP - MERRIMACK COUNTIES, INC.**

**FOR THE YEARS ENDED FEBRUARY 28, 2014 AND 2013
AND
INDEPENDENT AUDITORS' REPORT**

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Program of Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of February 28, 2014 and 2013, and the related statements of cash flows for the years then ended and the statement of activities and the related notes to the financial statements for the year ended February 28, 2014.

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.

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program of Belknap-Merrimack Counties, Inc. as of February 28, 2014 and 2013, and its cash flows for the years then ended, and the changes in its net assets for the year ended February 28, 2014 in accordance with accounting principles generally accepted in the United States of America.

Other Matters

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 2, 2014, on our consideration of Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

*Leane McDonnell : Roberts,
Professional Association*

October 2, 2014
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2014 AND 2013**

| | <u>2014</u> | <u>2013</u> |
|---|---------------------|---------------------|
| <u>ASSETS</u> | | |
| CURRENT ASSETS | | |
| Cash | \$ 1,048,391 | \$ 1,205,452 |
| Accounts receivable | 2,635,718 | 3,484,861 |
| Prepaid expenses | <u>233,047</u> | <u>424,367</u> |
| Total current assets | <u>3,917,156</u> | <u>5,114,680</u> |
| PROPERTY | | |
| Land, buildings and improvements | 4,618,289 | 4,618,289 |
| Equipment, furniture and vehicles | <u>6,153,197</u> | <u>5,935,585</u> |
| Total property | 10,771,486 | 10,553,874 |
| Less accumulated depreciation | <u>(6,393,172)</u> | <u>(5,928,189)</u> |
| Property, net | <u>4,378,314</u> | <u>4,625,685</u> |
| OTHER ASSETS | | |
| Investments | 94,439 | 82,419 |
| Due from related party | <u>139,441</u> | <u>139,441</u> |
| Total other assets | <u>233,880</u> | <u>221,860</u> |
| TOTAL ASSETS | <u>\$ 8,529,350</u> | <u>\$ 9,962,225</u> |
| <u>LIABILITIES AND NET ASSETS</u> | | |
| CURRENT LIABILITIES | | |
| Current portion of notes payable | \$ 137,236 | \$ 129,407 |
| Accounts payable | 1,578,759 | 2,022,052 |
| Accrued expenses | 1,120,302 | 1,179,626 |
| Refundable advances | <u>912,848</u> | <u>1,070,024</u> |
| Total current liabilities | 3,749,145 | 4,401,109 |
| LONG TERM LIABILITIES | | |
| Notes payable, less current portion shown above | <u>1,608,954</u> | <u>1,744,319</u> |
| Total liabilities | <u>5,358,099</u> | <u>6,145,428</u> |
| NET ASSETS | | |
| Unrestricted | 2,629,700 | 2,909,675 |
| Temporarily restricted | <u>541,551</u> | <u>907,122</u> |
| Total net assets | <u>3,171,251</u> | <u>3,816,797</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 8,529,350</u> | <u>\$ 9,962,225</u> |

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2014
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2013**

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>2014 Total</u> | <u>2013 Total</u> |
|--|---------------------|-----------------------------------|-----------------------|-----------------------|
| REVENUES AND OTHER SUPPORT | | | | |
| Grant awards | \$ 16,799,982 | | \$ 16,799,982 | \$ 19,545,688 |
| Other funds | 5,350,061 | \$ 2,137,274 | 7,487,335 | 6,042,343 |
| In-kind | 793,868 | | 793,868 | 1,066,723 |
| United Way | 86,102 | | 86,102 | 150,918 |
| | <hr/> | <hr/> | <hr/> | <hr/> |
| Total revenues and other support | 23,030,013 | 2,137,274 | 25,167,287 | 26,805,672 |
| NET ASSETS RELEASED FROM RESTRICTIONS | <u>2,502,845</u> | <u>(2,502,845)</u> | <hr/> | <hr/> |
| Total | <u>25,532,858</u> | <u>(365,571)</u> | <u>25,167,287</u> | <u>26,805,672</u> |
| EXPENSES | | | | |
| Compensation | 8,042,123 | | 8,042,123 | 8,633,277 |
| Payroll taxes and benefits | 2,398,215 | | 2,398,215 | 2,245,454 |
| Travel | 289,138 | | 289,138 | 318,080 |
| Occupancy | 1,195,834 | | 1,195,834 | 1,244,115 |
| Program services | 10,867,215 | | 10,867,215 | 11,402,347 |
| Other costs | 1,771,081 | | 1,771,081 | 1,705,075 |
| Depreciation | 455,359 | | 455,359 | 518,831 |
| In-kind | 793,868 | | 793,868 | 1,066,723 |
| | <hr/> | <hr/> | <hr/> | <hr/> |
| Total expenses | <u>25,812,833</u> | <hr/> | <u>25,812,833</u> | <u>27,133,902</u> |
| CHANGE IN NET ASSETS | (279,975) | (365,571) | (645,546) | (328,230) |
| NET ASSETS, BEGINNING OF YEAR | <u>2,909,675</u> | <u>907,122</u> | <u>3,816,797</u> | <u>4,145,027</u> |
| NET ASSETS, END OF YEAR | <u>\$ 2,629,700</u> | <u>\$ 541,551</u> | <u>\$ 3,171,251</u> | <u>\$ 3,816,797</u> |

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2014 AND 2013**

| | <u>2014</u> | <u>2013</u> |
|--|---------------------|---------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Change in net assets | \$ (645,546) | \$ (328,230) |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | |
| Depreciation | 455,359 | 518,831 |
| Donated equipment | | 26,080 |
| Loss (gain) on sale of property | 4,514 | (3,242) |
| (Increase) decrease in current assets: | | |
| Accounts receivable | 849,143 | (53,687) |
| Prepaid expenses | 191,320 | 102,653 |
| Increase (decrease) in current liabilities: | | |
| Accounts payable | (443,293) | (420,496) |
| Accrued expenses | (59,324) | 30,313 |
| Refundable advances | <u>(157,176)</u> | <u>(434,518)</u> |
| NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES | <u>194,997</u> | <u>(562,296)</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Additions to property | (214,202) | (139,369) |
| Investment in partnership | (12,020) | (8,128) |
| Proceeds from sale of property | <u>1,700</u> | <u>7,250</u> |
| NET CASH USED IN INVESTING ACTIVITIES | <u>(224,522)</u> | <u>(140,247)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES | | |
| Repayment of long term debt | <u>(127,536)</u> | <u>(119,869)</u> |
| NET CASH USED IN FINANCING ACTIVITIES | <u>(127,536)</u> | <u>(119,869)</u> |
| NET DECREASE IN CASH | (157,061) | (822,412) |
| CASH BALANCE, BEGINNING OF YEAR | <u>1,205,452</u> | <u>2,027,864</u> |
| CASH BALANCE, END OF YEAR | <u>\$ 1,048,391</u> | <u>\$ 1,205,452</u> |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION: | | |
| Cash paid during the year for interest | <u>\$ 118,011</u> | <u>\$ 116,248</u> |

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 2014**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

Community Action Program Belknap – Merrimack Counties, Inc. (the Organization) is a New Hampshire nonprofit organization that serves nutritional, health, living and support needs of the low income and elderly clients in the two county service areas, as well as state wide. These services are provided with the financial support of various federal, state, county and local organizations.

Basis of Accounting

The financial statements are prepared on the accrual basis of accounting.

Basis of Presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of February 28, 2014 the Organization had no permanently restricted net assets and had temporarily restricted net assets of \$541,551.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended February 28, 2013, from which the summarized information was derived.

Income Taxes

Community Action Program Belknap – Merrimack Counties, Inc. is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

Community Action Program of Belknap-Merrimack Counties, Inc. files information returns in the United States and the State of New Hampshire. Community Action Program of Belknap-Merrimack Counties, Inc. is no longer subject to examinations by tax authorities for years before 2010.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its income tax returns for the years (2010 through 2013), for the

purposes of implementation, and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Property

Property is recorded at cost, except for donated assets, which are recorded at fair value at the date of the donation. Assets purchased with a useful life in excess of one year and exceeding \$5,000 are capitalized unless a lower threshold is required by certain funding sources. Depreciation is computed on the straight line basis over the estimated useful lives of the related assets as follows:

| | |
|-----------------------------------|-----------|
| Buildings and improvements | 40 years |
| Equipment, furniture and vehicles | 3-7 years |

Use of Estimates

The preparation of financial statements in conformity with United States generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Contributed Services

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*, if the services (a) create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under FASB ASC No. 958 were not met.

In-Kind Donations / Noncash Transactions

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$793,868 in donated facilities, services and supplies for the year ended February 28, 2014.

Advertising

The Organization expenses advertising costs as incurred.

2. **ACCOUNTS RECEIVABLE**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 28, 2014. The Organization has no policy for charging interest on overdue accounts.

3. **REFUNDABLE ADVANCES**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$912,848 as of February 28, 2014.

4. **RETIREMENT PLAN**

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 28, 2014 was \$344,450.

5. **LEASED FACILITIES**

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to every two years. For the year ended February 28, 2014, the annual lease expense for the leased facilities was \$499,120.

The approximate future minimum lease payments on the above leases are as follows:

| <u>Year Ended February 28</u> | <u>Amount</u> |
|--|----------------------|
| 2015 | <u>\$ 170,719</u> |

6. **ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested in the amount of \$409,763 at February 28, 2014.

7. **BANK LINE OF CREDIT**

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (3.25% for the year ended February 28,

2014) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets.

8. LONG TERM DEBT

Long term debt consisted of the following as of February 28, 2014:

5.75% note payable to a financial institution in monthly installments for principal and interest of \$12,373 through July, 2023. The note is secured by property of the Organization for Lakes Region Family Center. \$ 1,207,288

Note payable to a bank in monthly installments for principal and interest of \$4,842 through May, 2023. Interest is stated at 1% above the prime rate as published by the Wall Street Journal, which resulted in an interest rate of 4.25% at February 28, 2014. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start. 420,075

3% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May, 2027. The note is secured by property of the Organization for the agency administrative building renovations. 97,874

4.75% note payable to Rural Development in monthly installments for principal and interest of \$148 per month through June, 2031. The note is secured by property of the Organization for Franklin Community Services building. 20,953

Total 1,746,190
 Less amounts due within one year 137,236

Long term portion \$ 1,608,954

The scheduled maturities of long term debt as of February 28, 2014 were as follows:

| <u>Year Ending February 28</u> | <u>Amount</u> |
|---|----------------------|
| 2015 | \$ 137,236 |
| 2016 | 145,551 |
| 2017 | 154,380 |
| 2018 | 163,753 |
| 2019 | 173,709 |
| Thereafter | <u>971,561</u> |
| | <u>\$ 1,746,190</u> |

9. **PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following as of February 28, 2014:

| | |
|-------------------------------|---------------------|
| Land | \$ 168,676 |
| Building and improvements | 4,449,613 |
| Equipment and vehicles | <u>6,153,197</u> |
| | 10,771,486 |
| Less accumulated depreciation | <u>(6,393,172)</u> |
| Property and equipment, net | <u>\$ 4,378,314</u> |

Depreciation expense for the year ended February 28, 2014 was \$455,359.

10. **CONTINGENCIES**

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2014. Monitoring has not indicated any discrepancies.

11. **CONCENTRATION OF RISK**

For the year ended February 28, 2014, approximately \$10,500,000 (41%) of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

The Organization maintains its cash accounts in several financial institutions in southern New Hampshire. At February 28, 2014, the balances were insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Effective July 1, 2010, one of the financial institutions agreed to collateralize all deposits with them in excess of the FDIC limit. Another financial institution agreed to collateralize the Organization's sweep repurchase account up to 110% of the account balance with US Government Agencies. At February 28, 2014, there were no deposits in excess of the uninsured limits.

12. **TEMPORARILY RESTRICTED NET ASSETS**

At February 28, 2014, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

Restricted Purpose

| | |
|--------------------------------|-----------|
| Agency Fuel Assistance Program | \$ 16,549 |
| Nutrition and Elder Services | 299,339 |
| Software Program-FAP/EAP | 781 |
| Senior Center | 122,980 |

| | |
|---|-------------------|
| Agency Head Start | 66,659 |
| Agency Family Planning and Prenatal Program | 7,779 |
| Agency Senior Companion Program | 917 |
| NH Rotary Food Challenge | 4,010 |
| Community Crisis | 3,578 |
| Other Programs | <u>18,959</u> |
| | <u>\$ 541,551</u> |

13. STATEMENT OF FUNCTIONAL EXPENSES

The Statement of Activities discloses expenses by natural classification. The classification of expenses by function is summarized below:

| | <u>Program</u> | <u>Management</u> | <u>Total</u> |
|---------------------------------------|----------------------|-------------------|----------------------|
| Salaries and wages | \$ 7,660,060 | \$ 382,063 | \$ 8,042,123 |
| Benefits and payroll taxes | 2,260,251 | 137,964 | 2,398,215 |
| Travel | 287,914 | 1,224 | 289,138 |
| Occupancy | 1,092,520 | 103,314 | 1,195,834 |
| Program services | 10,867,215 | | 10,867,215 |
| Other costs: | | | |
| Accounting fees | 25,184 | 21,734 | 46,918 |
| Legal fees | 31,545 | 881 | 32,426 |
| Supplies | 222,607 | 24,232 | 246,839 |
| Postage and shipping | 57,556 | 1,029 | 58,585 |
| Equipment rental and maintenance | 3,897 | 619 | 4,516 |
| Printing and publications | 10,254 | 38 | 10,292 |
| Conferences, conventions and meetings | 6,911 | 8,116 | 15,027 |
| Interest | 107,415 | 10,596 | 118,011 |
| Insurance | 222,040 | 31,074 | 253,114 |
| Membership fees | 11,133 | 13,097 | 24,230 |
| Utility and maintenance | 9,926 | 49,932 | 59,858 |
| Other | 877,324 | 23,941 | 901,265 |
| Depreciation | 448,943 | 6,416 | 455,359 |
| In kind | <u>793,868</u> | | <u>793,868</u> |
| | <u>\$ 24,996,563</u> | <u>\$ 816,270</u> | <u>\$ 25,812,833</u> |

14. RELATED PARTY TRANSACTIONS

Community Action Program Belknap – Merrimack Counties, Inc. is related to the following corporation as a result of common management:

| <u>Related Party</u> | <u>Function</u> |
|--------------------------------|-------------------------|
| CAPBMC Development Corporation | Real Estate Development |

There was \$139,441 due from CAPBMC Development Corporation at February 28, 2014.

15. RECLASSIFICATION

Certain amounts and accounts from the prior year financial statements have been reclassified to enhance the comparability with the presentation of the current year.

16. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program of Belknap-Merrimack Counties, Inc. is a limited liability company member of Community Provider Network of Central NH, LLC. The investment total at February 28, 2014 was \$35,000.

The Organization has also invested money relating to its Fix-it program in certain mutual funds. The fair market value of the mutual funds totaled \$59,439 at February 28, 2014.

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

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

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

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

At February 28, 2014, the Organization's investments were classified as Level 1 and 3 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

| | |
|--|------------------|
| Beginning balance – mutual funds (at fair value) | \$ 47,419 |
| Total gains or (losses) - realized /unrealized | 8,702 |
| Purchases | <u>3,318</u> |
| Ending Balance – mutual funds | <u>\$ 59,439</u> |

Fair Value Measurements using Significant Unobservable Inputs (Level 3)

| | |
|---|------------------|
| Beginning balance (at fair value) | \$ 35,000 |
| Total gains or (losses) - realized/unrealized | <u>-</u> |
| Ending Balance | <u>\$ 35,000</u> |

The carrying amount of cash, current assets, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

17. FISCAL AGENT

Community Action Program Belknap-Merrimack Counties, Inc. acts as the fiscal agent for the following community organizations: Franklin Community Services Building (Franklin), the Common Pantry (Laconia), the Caring Fund (Meredith), the NH Food Pantry Coalition, and the NH Rotary Food Challenge. The Agency provides the management and oversight of the revenues received (donations) and the expenses (utilities, food and emergency services).

18. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 2, 2014, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2014**

| FEDERAL GRANTOR/ PROGRAM TITLE | CFDA <u>NUMBER</u> | PASS THROUGH GRANTOR <u>NUMBER</u> | FEDERAL <u>EXPENDITURES</u> |
|---|-----------------------|---|--------------------------------|
| <u>US DEPT. OF HEALTH AND HUMAN SERVICES</u> | | | |
| Head Start | 93.600 | N/A | \$ 3,504,084 |
| Through State of New Hampshire | | | |
| Weatherization-HRRP | 93.568 | | 96,098 |
| Fuel Assistance | 93.568 | 611001 | 4,171,602 |
| Fuel Assistance-SEAS | 93.044 | 611001 | 15,007 |
| Title III Part C | 93.045 | 410338 | 720,891 |
| Community Services Block Grant | 93.569 | 610155 | 424,474 |
| Community Services Block Grant Discretionary | 93.570 | | 24,609 |
| Title XX - Block Grant | 93.667 | 410338 | 348,119 |
| Family Planning | 93.217 | 610237 | 110,552 |
| Family Planning | 93.558 | 610237 | 37,176 |
| Family Planning | 93.940 | 610237 | 7,590 |
| Public Health Network - (ID-PICS) | 93.069 | | 26,422 |
| Public Health Network - (ID-PICS) | 93.283 | | 899 |
| Public Health Network - (ID-PICS) | 93.889 | | 6,053 |
| Title III Part B Rural Transportation | 93.044 | 410338 | 256,274 |
| TANF - Home Visiting | 93.558 | N/A | 71,829 |
| Prenatal | 93.994 | 520243 | 24,226 |
| Merrimack County Service Link Program | 93.778 | N/A | 67,905 |
| Merrimack County Service Link Program | 93.052 | N/A | 14,723 |
| Merrimack County Service Link Program | 93.667 | N/A | 7,832 |
| Merrimack County Service Link Program | 93.048 | N/A | 8,220 |
| Merrimack County Service Link Program | 93.779 | N/A | 17,503 |
| Senior Medicare Patrol Program Capacity Building | 93.048 | | 19,910 |
| Elder Services/NSIP | 93.053 | 410338 | 181,207 |
| Through Southern New Hampshire Services | | | |
| Workplace Success | 93.558 | N/A | 322,549 |
| Through Lakes Region Partnership for Public Health | | | |
| Marketplace Assister Services | 93.525 | | 13,916 |
| | | | <u>10,499,670</u> |
| <u>US DEPARTMENT OF AGRICULTURE</u> | | | |
| Through State of New Hampshire | | | |
| WIC | 10.557 | 611080 | 818,111 |
| CSFP | 10.565 | 611080 | 845,407 |
| Senior Farmers Market | 10.576 | | 84,618 |
| Surplus Food-TEFAP/Admin | 10.568 | N/A | 134,633 |
| Surplus Food-TEFAP | 10.569 | N/A | 1,651,554 |
| CACF Head Start/USDA | 10.558 | N/A | 218,256 |
| Summer Food-USDA | 10.559 | | 136,744 |
| | | | <u>3,889,323</u> |
| <u>CORPORATION FOR NATIONAL SERVICES</u> | | | |
| Senior Companion | 94.016 | N/A | <u>377,999</u> |
| <u>US DEPARTMENT OF TRANSPORTATION</u> | | | |
| Through State of New Hampshire | | | |
| Concord Area Transit | 20.509 | | 461,941 |
| Concord Area Transit-New Freedom | 20.521 | | 23,958 |
| Concord Area Transit-JARC | 20.516 | | 44,707 |
| Concord Area Transit | 20.513 | | 17,928 |
| Winnepesaukee Transit System | 20.509 | 68022 | 55,294 |
| Winnepesaukee Transit System | 20.521 | | 3,831 |
| 5310 Capital Advance | 20.513 | | 87,321 |
| Through County of Merrimack | | | |
| Rural Transportation | 20.513 | | 7,907 |
| Volunteer Driver Program | 20.513 | | 71,778 |
| | | | <u>774,665</u> |

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Through New Hampshire Housing Finance Authority

| | | | |
|----------------------------------|--------|--|-----------|
| Statewide Lead Abatement Program | 14.900 | | 1,493,227 |
|----------------------------------|--------|--|-----------|

Through State of New Hampshire

| | | | |
|-----------------------------|--------|-----|-----------|
| New Start/Outreach Program | 14.235 | N/A | 139,974 |
| Emergency Solutions Grant | 14.231 | N/A | 23,654 |
| Homeless Prevention | 14.235 | N/A | 30,743 |
| Supportive Housing Services | 14.235 | | 58,109 |
| | | | 1,745,707 |

US DEPARTMENT OF ENERGY

Through State of New Hampshire

| | | | |
|------------------------|--------|--------|---------|
| Weatherization | 81.042 | 551896 | 102,225 |
| MH Park Weatherization | 81.042 | N/A | 60,177 |
| | | | 162,402 |

US DEPARTMENT OF LABOR

Through State of New Hampshire

| | | | |
|-------------------------------------|--------|--------|---------|
| Senior Community Service Employment | 17.235 | 610063 | 410,669 |
|-------------------------------------|--------|--------|---------|

Through Southern New Hampshire Services

| | | | |
|-------------------------------|--------|-----|---------|
| WIA-Adult Program | 17.258 | N/A | 91,000 |
| WIA-Dislocated Worker Program | 17.260 | N/A | 120,044 |
| | | | 621,713 |

TOTAL AWARDS EXPENDED

\$ 18,071,479

NOTE A - BASIS OF PRESENTATION

The schedule of Expenditures of Federal Awards includes federal award activity of Community Action Program Belknap - Merrimack Counties, Inc. for the year ended February 28, 2014. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations." Because the schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Community Action Program Belknap-Merrimack Counties, Inc.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

NOTE C - SUBRECIPIENTS

Of the federal expenditures presented in the schedule, Community Action Program Belknap-Merrimack Counties, Inc. provided federal awards to subrecipients as follows:

| <u>CFDA Number</u> | <u>Program Name</u> | <u>Amount Provided</u> |
|--------------------|----------------------------------|------------------------|
| 14.900 | Statewide Lead Abatement Program | \$135,423 |

NOTE D - FOOD COMMODITIES

Nonmonetary assistance is reported in the schedule at the fair market value of the commodities received and distributed.

COMMUNITY ACTION PROGRAM OF BELKNAP-MERRIMACK COUNTIES, INC.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
Community Action Program of Belknap-Merrimack Counties, Inc.
Concord, 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 financial statements of Community Action Program of Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of February 28, 2014, and the related statements of activities and changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 2, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Action Program of Belknap-Merrimack Counties, Inc.'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 financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program of Belknap-Merrimack Counties, Inc.'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 Community Action Program of Belknap-Merrimack Counties, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

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

*Leane, McDannell & Roberts,
Professional Association*

October 2, 2014
Concord, New Hampshire

COMMUNITY ACTION PROGRAM OF BELKNAP-MERRIMACK COUNTIES, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

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

Report on Compliance for Each Major Federal Program

We have audited Community Action Program of Belknap-Merrimack Counties, 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 Community Action Program of Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2014. Community Action Program of Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' 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.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Community Action Program of Belknap-Merrimack Counties, Inc.'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 Community Action Program of Belknap-Merrimack Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Program of Belknap-Merrimack Counties, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Program of Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2014.

Report on Internal Control Over Compliance

Management of Community Action Program of Belknap-Merrimack Counties, Inc. 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 Community Action Program of Belknap-Merrimack Counties, Inc.'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 Community Action Program of Belknap-Merrimack Counties, Inc.'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.

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.

*Leone, McDonnell : Roberts,
Professional Association*

October 2, 2014
Concord, New Hampshire

COMMUNITY ACTION PROGRAM OF BELKNAP-MERRIMACK COUNTIES, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2014**

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc.
2. There were no significant deficiencies reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. There were no significant deficiencies in internal control over major federal award programs disclosed during the audit as reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by OMB Circular A-133*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program of Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings which the auditor would be required to report in accordance with Section 510(a) of OMB Circular A-133.
7. The programs tested as major programs include:
 - 93.568 Low-Income Home Energy Assistance
 - 93.217 Family Planning - Services
 - 10.558 Child and Adult Care Food Program (CACFP)
 - 10.559 Summer Food Service Program for Children
 - 10.565 Commodity Supplemental Food Program
 - 10.568 Emergency Food Assistance Program (Administrative Costs)
 - 10.569 Emergency Food Assistance Program (Food Commodities)
 - 94.016 Senior Companion Program
8. The threshold for distinguishing Type A and B programs was \$542,144.
9. Community Action Program of Belknap-Merrimack Counties, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM - CFDA 93.568
FOR THE YEAR ENDED FEBRUARY 28, 2014**

| | <u>Grant Period</u> <u>10/1/12-9/30/13</u> | <u>Grant Period</u> <u>10/1/13-9/30/14</u> | <u>Total</u> |
|-----------------------------|---|---|----------------------------|
| Revenues | | | |
| Division of Human Resources | \$ 1,067,482 | \$ 3,104,120 | \$ 4,171,602 |
| Other | <u>424</u> | <u> </u> | <u>424</u> |
| | <u>\$ 1,067,906</u> | <u>\$ 3,104,120</u> | <u>\$ 4,172,026</u> |
| Expenditures | | | |
| Personnel | \$ 163,519 | \$ 112,614 | \$ 276,133 |
| Fringe benefits | 35,412 | 26,345 | 61,757 |
| Travel | 2,581 | 1,610 | 4,191 |
| Occupancy | 33,183 | 28,750 | 61,933 |
| Direct program costs | 786,757 | 2,913,043 | 3,699,800 |
| Other costs | <u>46,454</u> | <u>21,758</u> | <u>68,212</u> |
| | <u>\$ 1,067,906</u> | <u>\$ 3,104,120</u> | <u>\$ 4,172,026</u> |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE SENIOR COMPANION PROGRAM - CFDA 94.016
FOR THE YEAR ENDED FEBRUARY 28, 2014**

| | <u>Grant Period</u> <u>7/1/12 - 6/30/13</u> | <u>Grant Period</u> <u>7/1/13 - 6/30/14</u> | <u>Total</u> |
|-----------------------------------|--|--|-------------------|
| Revenues | | | |
| Corporation for National Services | \$ 108,041 | \$ 269,958 | \$ 377,999 |
| Expenditures | | | |
| Personnel | \$ 84,426 | \$ 190,851 | \$ 275,277 |
| Fringe benefits | | 6,436 | 6,436 |
| Travel | 14,228 | 70,053 | 84,281 |
| Other costs | 9,387 | 2,618 | 12,005 |
| | <u>\$ 108,041</u> | <u>\$ 269,958</u> | <u>\$ 377,999</u> |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE HEAD START PROGRAM - CFDA 93.600
FOR THE YEAR ENDED FEBRUARY 28, 2014**

| | <u>Grant Period</u> <u>1/1/13-12/31/13</u> | <u>Grant Period</u> <u>1/1/14-12/31/14</u> | <u>Total</u> |
|--|---|---|----------------------------|
| Revenues | | | |
| U.S. Department of Health and Human Services | \$ 2,921,295 | \$ 640,875 | \$ 3,562,170 |
| In-Kind | <u>984,055</u> | <u>203,770</u> | <u>1,187,825</u> |
| | <u>\$ 3,905,350</u> | <u>\$ 844,645</u> | <u>\$ 4,749,995</u> |
| Expenditures | | | |
| Personnel | \$ 1,866,380 | \$ 426,100 | \$ 2,292,480 |
| Fringe benefits | 375,919 | 87,256 | 463,175 |
| Travel | 32,233 | 6,268 | 38,501 |
| In-Kind | 984,055 | 203,770 | 1,187,825 |
| Other costs | <u>647,234</u> | <u>121,251</u> | <u>768,485</u> |
| | <u>\$ 3,905,821</u> | <u>\$ 844,645</u> | <u>\$ 4,750,466</u> |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE NUTRITION AND ELDER SERVICES PROGRAM -
CFDA 93.045, 93.667 and 93.053
FOR THE YEAR ENDED FEBRUARY 28, 2014**

| | <u>Grant Period</u> <u>7/1/12 - 6/30/13</u> | <u>Grant Period</u> <u>7/1/13 - 6/30/14</u> | <u>Total</u> |
|--|--|--|---------------------|
| Revenues | | | |
| NH Department of Health and Human Services | \$ 97,964 | \$ 83,242 | \$ 181,206 |
| Title XX | 48,971 | 299,148 | 348,119 |
| Title III Part C | 220,128 | 500,763 | 720,891 |
| Other | - | 671,429 | 671,429 |
| | <u>\$ 367,063</u> | <u>\$ 1,554,582</u> | <u>\$ 1,921,645</u> |
| Expenditures | | | |
| Personnel | \$ 358,503 | \$ 655,635 | \$ 1,014,138 |
| Fringe benefits | 59,626 | 105,631 | 165,257 |
| Occupancy | 53,005 | 106,017 | 159,022 |
| Travel | 41,226 | 79,868 | 121,094 |
| Other costs | 241,407 | 488,529 | 729,936 |
| | <u>\$ 753,767</u> | <u>\$ 1,435,680</u> | <u>\$ 2,189,447</u> |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE ELECTRIC ASSISTANCE PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2014**

| | <u>Grant Period</u> <u>10/1/12-9/30/13</u> | <u>Grant Period</u> <u>10/1/13-9/30/14</u> | <u>Total</u> |
|---------------------|---|---|---------------------|
| Revenues | <u>\$ 911,030</u> | <u>\$ 1,032,362</u> | <u>\$ 1,943,392</u> |
| Expenditures | | | |
| Personnel | \$ 162,184 | \$ 105,448 | \$ 267,632 |
| Fringe benefits | 37,940 | 24,176 | 62,116 |
| Travel | 1,342 | 853 | 2,195 |
| Occupancy | 5,881 | 4,519 | 10,400 |
| Other costs | <u>703,683</u> | <u>897,366</u> | <u>1,601,049</u> |
| | <u>\$ 911,030</u> | <u>\$ 1,032,362</u> | <u>\$ 1,943,392</u> |

Note:

For the year ended February 28, 2014, the Electric Assistance Program, which is funded through the New Hampshire Public Utilities Commission with funds from the utility companies operating in the State of New Hampshire, was tested for compliance with the requirements of laws and regulations applicable to the contract with the Public Utilities Commission. In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the requirements outlined in the contract for the year ended February 28, 2014.

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2014**

| | <u>Revenues</u> | <u>Expenditures</u> |
|---|-----------------|---------------------|
| Tornado Relief Fund (018) | \$ 19,161 | \$ - |
| Twin River Community Corp (053 & 054) | 25,946 | 42,943 |
| Cottage Hotel (064 & 065) | 10,304 | 9,819 |
| Transport Coordination (084) | 296 | 296 |
| Sandy Ledge (093 & 094) | (128,263) | 20,073 |
| Ozanam (104 & 105) | 20,177 | 20,177 |
| Senior Center Program (138) | 18,592 | 17,714 |
| Franklin Intergenerational (184 & 185) | 46,994 | 47,505 |
| Senior Companion Program - Non Federal (223 & 224) | 27,621 | 48,076 |
| Senior Companion Program - State (233 & 234) | 31,252 | 31,252 |
| Franklin Community Services (293 & 294) | 24,420 | 25,449 |
| Head Start - Childcare (353 & 354) | 1,015,890 | 1,015,890 |
| Belknap County - WXN Program (374) | 4,288 | 8,901 |
| Lakes Region Family Center (383 & 384) | 159,590 | 159,590 |
| REIP (402) | 21,322 | 46,738 |
| NH Modular Ramp (432 & 433) | 79,694 | 58,023 |
| Sun Safety (484) | | 639 |
| New Hampshire Housing Guarantee Program (493 & 494) | 236,824 | 236,824 |
| Core Program (503 & 504) | 1,689,146 | 1,745,819 |
| NH Rotary (540) | 1 | 1,061 |
| Common Pantry (553 & 554) | 208 | 822 |
| Oral Health WIC (600) | (4,463) | |
| Epsom Elderly Housing (643 & 644) | 74,188 | 74,188 |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENDITURES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2014

| | <u>Revenues</u> | <u>Expenditures</u> |
|---|-----------------|---------------------|
| Belmont Housing (653 & 654) | \$ 66,180 | \$ 66,180 |
| Alton Housing (663 & 664) | 48,670 | 48,670 |
| Kearsarge Housing (673 & 674) | 63,566 | 63,566 |
| Riverside Housing (683 & 684) | 70,310 | 70,310 |
| Pembroke Housing (708 & 709) | 53,543 | 53,543 |
| Homeless Revolving Loan (728) | 16,538 | 16,538 |
| Community Crisis Fund (746) | 3,578 | - |
| Area Centers (763 & 764) | 315,556 | 417,787 |
| THE FIXIT Program (833 & 834) | 4,667 | 1,712 |
| Loan Guarantee Program (847) | 58,503 | 58,503 |
| MC Loan Guarantee Program (848) | 2,292 | 2,292 |
| The Caring Fund (863 & 864) | 2,401 | 5,336 |
| Agency WIC/CSFP (883) | 6,531 | 1,073 |
| Newbury Elderly Housing (884) | 82,115 | 82,115 |
| Agency Account (911 & 980) | 96,765 | (288,613) |
| Agency Account FAP (922) | 97,642 | 112,122 |
| Agency Account SCP (932 & 933) | (1,074) | 3,413 |
| H/S Agency (943 & 944) | (17,133) | 8,515 |
| Agency FP/PN (963) | (882) | 382 |
| Saving Heat & Reducing Energy (970) | 26 | 761 |
| Agency Development Fund | 17,500 | 32,500 |
| Agency Horseshoe Pond Place (994 & 995) | 27,290 | 27,290 |

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REFUNDABLE ADVANCES
FOR THE YEAR ENDED FEBRUARY 28, 2014**

| <u>FUND #</u> | <u>FUND NAME</u> | <u>HHS PROGRAM CFDA#</u> | <u>AMOUNT</u> |
|---------------|---|--|-------------------|
| 125 | EAP-Lead Agency | | \$ 17,847 |
| 156 | Merrimack County Service Link | 93.778 (deferred amount is not federal) | 1,747 |
| 164 | Elder Services Program | 93.045,93.667 (deferred amount is not federal) | 4,303 |
| 170 | Volunteer Driver Program | | 11,500 |
| 195 | Electric Assistance Program | | 48,936 |
| 224 | Senior Companion Program - Non-Federal | | 1,042 |
| 264 | Rural Transportation Service | 93.044 (deferred amount is not federal) | 625 |
| 344 | Head Start - USDA | | 273 |
| 363 | Home Visiting NH | 93.558 (deferred amount is not federal) | 382 |
| 414 | Weatherization | | 9,565 |
| 494 | NH Housing Guarantee Program | | 126,865 |
| 545 | Summer Feeding | | 27,589 |
| 574 | Fuel Assistance Program | 93.568 (2,827 of deferred amount is not federal) | 199,449 |
| 594 | Homeless Prevention | | 208,878 |
| 714 | Concord Area Transit | | 51,396 |
| 728 | Homeless Revolving Loan Fund-Belknap County | | 39,384 |
| 729 | Homeless Revolving Loan Fund-Merrimack County | | 8,179 |
| 764 | Area Center Program | | 1,476 |
| 834 | FixIt Program | | 60,807 |
| 847 | Loan Guarantee Program | | 30 |
| 855 | New Start Program | | 21,595 |
| 883 | Agency Account-WIC/CSFP | | 571 |
| 905 | Community Services Block Grant | 93.569 | 69,242 |
| 944 | Agency Account-Head Start | | 1,167 |
| | | TOTAL | \$ 912,848 |

**COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.**

BOARD OF DIRECTORS

Sara A. Lewko, *President*

Susan Koerber

Vacant - *Vice President*

Bill Johnson

Dennis Martino, *Secretary-Clerk*

Andrea MacEachern

Kathy Goode, *Treasurer*

David Siff

Heather Brown

Hope Cassin

Nicolette Clark

Victoria Jones

Theresa M. Cromwell

SUSAN M. WNUK

18 WHEELER ROAD
BOW, NEW HAMPSHIRE 03304
603-225-7337

EXPERIENCE

- 1992 to Present** **COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**
Director, Community Health and Nutrition Services
- Responsible for overall management of the WIC, Breastfeeding Peer Counseling Program, Senior Farmers Market Nutrition Program and Commodity Supplemental Food Program, Family Planning, Prenatal, Teen Clinic, and Concord Area Public Health Network
 - Oversee planning, development, implementation and coordination of all program services and personnel for multiple programs and clinic locations
 - Fiscal management including budget preparation, monitoring, fundraising, and reports for \$1.6 million operating budget
 - Oversee special grant projects including Lead Screening and Oral Health initiatives.
 - Development and implementation of policies and procedures
 - Oversee quality improvements plans for all program services
 - Responsible for grant management and report preparation
 - Represents agency on local Boards of Directors, Coalitions, and Partnerships
- 1991-1992** Director, Family Planning, Prenatal, STD Clinics and HIV Counseling and Testing Services
- Initiated development and implementation of comprehensive Prenatal program clinical services in Belknap County for low-income women
 - Integrated all program services to provide access to comprehensive care
- 1989-1992** Director, Family Planning, STD Clinics and HIV counseling and Testing Services
- Coordinated development of STD Clinic Services in three County area including obtaining initial grant funding
 - Fiscal, personnel, program management of all services
- 1987-1989** Director, Family Planning and HIV Counseling and Testing Services
- Obtained grant funding to initiate development of HIV Counseling and Testing Services
 - Integrated services into Family Planning Clinic
- 1986-1987** Family Planning Program Director
- Responsible for the overall fiscal, programmatic and personnel management of a Title X funded Family planning program in a three County area.
 - Initiated program development activities and expansion of services
- 1980-1985** **CONCORD HOSPITAL, CONCORD NEW HAMPSHIRE**
Social Worker – Social Services Department
- Evaluation of emotional, social and economic stresses of illness.
 - Developed patient care plans including financial assessment, discharge planning needs, home supports, and transfer for patients in maternity/newborn nursery, ICU, nephrology/dialysis, and urology units.
 - Liaison between medical staff, patient, families and community agencies.
 - Coordinated adoptions with public and private organizations.
 - Provided assessments for guardianships hearings.
 - Initiated protective service referrals for infants, children and seniors.
 - Coordinated transfers to skilled, intermediate level nursing homes, group homes, and facilities providing traumatic head injury and spinal cord care.

EDUCATION

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

PROFESSIONAL ASSOCIATIONS**Board of Directors and Committees**

- National WIC Association – Board of Directors – 2013 to present
 NWA - Northeast Region Local Agency Section Chair – NH Representative 2010-present
- National Commodity Supplemental Food Program Association
 President 2011
 Vice President 2010
 Marketing Committee- Chair 2012-2014
 Board of Directors 1999-2000
- New Hampshire WIC Directors Association - 1992-Present
 Chairperson 2010-present
 Secretary 2000-2008
- Health First Family Care Center - Board of Directors January 2009-present
- Lakes Region Partnership for Public Health - Board of Directors 2005-2014
- Winnepesaukee Public Health Council – Executive Committee -2014 to present
- Central New Hampshire Health Care Partnership - Founding member 2008-present
- HEAL - Practice Committee - 2009-2012
 Lakes Region HEAL - 2009-present
 CCNTR HEAL - 2009-2012
- Bi-State Primary Care Association - *Government Relations Committee 2004-present*
- Whole Village Family Resource Center - *Board of Directors 1995-2000*
 Chair Personnel Committee 1996-2000
- Capital Area Wellness Coalition – 2010-present
 Chair - Healthy Foods Subcommittee

Government

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

Memberships

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

COMMUNITY & VOLUNTEER

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

JANICE M. ROWLEY

EDUCATION

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

EMPLOYMENT

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

Amanda T. Savage

OBJECTIVE

Looking for opportunities within the Health and Wellness Industry where I can apply my training as a health coach and experience of community educator. Educating within large groups whether it is a yoga class, a health seminar, or a wellness event is fulfilling. My goal is to obtain a position that allows me to use my educational skills, business management and marketing experience to make a difference in a community outreach program.

PROFESSIONAL QUALIFICATIONS

Highlights of qualifications:

- Determined when given a task
- Strong interpersonal skills
- Reliable work ethic
- Caring demeanor
- Excellent teaching skills
- Managed staff – Teams up to 12
- Lead educational seminars – groups up to 30
- Certified Yoga instructor
- Holistic Health Coach
- Yoga Practitioner since 1999

EXPERIENCE

Community Action Program Belknap-Merrimack Counties February 2014 – Present
Family Planning Program, Laconia, NH & Ossipee, NH

Community Educator/Outreach Coordinator - Develop, coordinate, and implement a comprehensive community education and Teen Clinic program services. Design and conduct educational programs and professional trainings for schools, community organizations and other interested individuals. Develop a working relationship with community professionals and evaluate community needs related to community education. Assist with patient intake and education services.

The Viaggio Spa and Health Club, Mountain Club on Loon December 2012 – February 2014
Lincoln, NH

Wellness Coordinator – Lead the promotion of Wellness Events at the Mountain Club through marketing with the sales team, website, and email campaigns

-Organize and facilitate the planning process of upcoming wellness seminars, events or workshops and redesigning all marketing material ie brochure, website and press releases

-Coordinate staff, and group fitness programs between the two locations associated with the resort

Concord Center for Health Promotion August –September 2012
Concord, NH

Yoga Instructor (Contracted)– Prenatal Yoga series: Lead a group of expecting mothers in a 6 week prenatal yoga series, teaching breath techniques, safe yoga postures and body awareness.

Blackbird Yoga January 2012 – November 2012
Georgetown, CT

Yoga Instructor (Contracted) – Instructed 2 classes per week, instructed a *basics* class incorporating fundamental poses of the practice with emphasis on alignment, breathe, and core strength

Enchanted Garden February 2012 – November 2012
Ridgefield, CT

Yoga Instructor (Contracted)- Instructed 2 classes per week both All Levels class

Artisan Wines, Inc. November 2011 – November 2012
37 King St., Norwalk, CT

Administrative Assistant/ Sales Support -Processed all orders, managed accounts receivables, tracked shipments from vendors, registered brands within the state and federal government, supported inventory management and maintained data integrity on Company website

Ancona's Wine and Liquors Oct 2010 – Oct 2011
720 Branchville Rd, Ridgefield, CT

Store Manager- Managed a team of eight employees, inventory and daily operations, addressed all customer service and special orders, as well as data integrity

CellarXV Wine Market

July 2005 – Feb 2010

88 Danbury Rd., Ridgefield, CT

General Manager- Managed a team of six employees and their work schedules and including purchasing, receiving, and inventory, addressed customer service issues directly, supported website development and management, supervised *Wine of the Month* selection, newsletter, billing and delivery

Grapes of Norwalk

August 2004 – July 2005

10 Cross Street, Norwalk, CT

Office Manager- Managed purchasing, receiving, inventory, shipping and receiving departments, handled all customer service. Managed accounts payable for building expenses and daily reconciliation of cash flow.

Ann Taylor

May 2003 – August 2004

7 Times Square, New York, NY

Assistant Merchandiser- Managed daily, weekly, and monthly sales reports, worked closely with manufacturing and production departments to ensure prompt delivery of product, handled all purchase orders including entry, revisions, tracking, and communication with vendors

Polo Ralph Lauren

November 2002 – May 2003

9 Polito Dr., Lyndhurst, NJ

Merchandising Assistant-Handled item definition, purchase order entry and revisions, weekly tracking of orders and communication with vendors and internal business partners

Technology Solutions Company

June 1998 – June 2002

205 N. Michigan Ave., Chicago, IL

Senior Computer Software Consultant-Managed teams of four, led corporate meetings to analyze system requirements, managed projects that deliverables in a timely manner with minimum oversight, analyzed and generated financial and order management reports

EDUCATION

Auburn University, School of Business, Auburn, Alabama

Bachelor of Science, Management Information Systems 1994-1998

COMPUTER SKILLS

Microsoft Office Applications, QuickBooks

CERTIFICATION

Institute for Integrative Nutrition – Health Coach

New York, NY 2012 - 2013

Kripalu Center for Yoga and Health, CYT – 200hr

Berkshires, MA 2011

- 200hr Teacher Training
- Restorative Teacher Training
- Prenatal Teacher Training

American Sommelier Association – ASA, Certified Sommelier

New York, NY (January – April 2007)

RALPH LITTLEFIELD

EDUCATION

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

EMPLOYMENT

January 1980 – Present

Community Action Program Belknap-Merrimack Counties, Inc.
Executive Director

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

June 1978 – January 1980

Southwestern Community Services, Inc., Keene, New Hampshire
Deputy Director

1976 – June 1978

Southwestern Community Services, Inc., Keene, New Hampshire
Head Start Director

1974 – 1975

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

1974 – Head Counselor, Summer Neighborhood Youth Corps

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

June 1971 – General Services Director

BRIAN F. HOFFMAN

WORK EXPERIENCE

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

EDUCATION

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

PROFESSIONAL ASSOCIATIONS

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

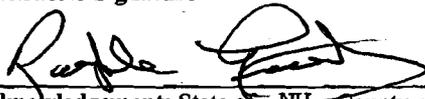
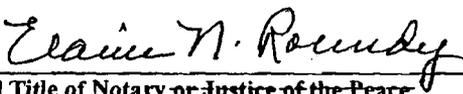
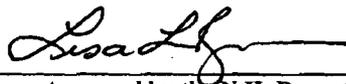
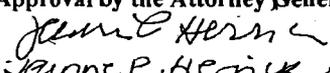
Subject: Family Planning

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|---|---|---|
| 1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services | | 1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504 | |
| 1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc. | | 1.4 Contractor Address P.O. Box 1016 Concord, NH 03302-1016 | |
| 1.5 Contractor Phone Number 603-225-3295 | 1.6 Account Number 05-95-90-902010-5530-102-500734 05-95-45-450010-6146-502-500891 | 1.7 Completion Date June 30, 2015 | 1.8 Price Limitation \$431,864.00 |
| 1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief | | 1.10 State Agency Telephone Number 603-271-4501 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> 5/2/13 On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace ELAINE N. ROUNDY, Notary Public My Commission Expires August 24, 2016 | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herick, Attorney On: 27 May, 2013 | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

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

7. PERSONNEL.

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

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5/2/13

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: R-E
Date: 5/2/13

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

Family Planning Services

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

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

ADDRESS: P.O. Box 1016
Concord, NH 03302-1016

Family Planning Director: Susan Wnuk
TELEPHONE: 603-225-3295

The Contractor shall:

I. General Provisions

A) Eligibility and Income Determination

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

1. The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.
2. The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.
3. Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.
4. Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.
5. The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

B) Numbers Served

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

C) Culturally and Linguistically Appropriate Standards of Care

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

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

D) State and Federal Laws

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

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P.301 as most currently amended (1/05).
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offences.
3. Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

E) Relevant Policies and Guidelines

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

1. The (Federal) Office of Population Affairs, Office of Family Planning, *Program Guidelines for Project Grants for Family Planning Services*, dated January 2001, and subsequent amendments, program instructions and clarifications.
2. National program priorities established by the Office of Population Affairs.
3. The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.
4. The Contractor must submit to MCHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.
5. The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

F) Publications Funded Under Contract (Standard Language)

1. The DPHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DPHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.
3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

G) Subcontractors

1. If any service required by this exhibit is provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract.
2. In addition, the original DPHS Contractor will remain liable for all requirements included in this exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A. Service Requirements

1. Clinical Services

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

2. HIV Counseling and Testing

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

3. Health Education Materials

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

4. Sterilization Services

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

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

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

6. Research

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

7. School-based Education Programs

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

B) Staffing Provisions

1. Staff Training and Qualifications

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

2. Medical Director Participation

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

3. Community Education & Partnership Development

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

4. Staffing Changes

New Hires

The Contractor shall notify the Maternal and Child Health Section (MCHS) in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee shall accompany this notification.

Vacancies

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

C) Coordination of Services

1. The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.
2. As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.
3. As part of the Family Planning Workplan process, each Contractor will make plan explicitly identifying community services providers who will be contacted for face-to-face meetings intended to build partnerships, increase coordination and referrals with other providers.

D) Meetings and Trainings

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

III. Quality or Performance Improvement (QI/PI)

A) Workplans

1. Performance Workplans must be submitted and are used to monitor achievement of standard measures of performance of the services provided under this contract. Said workplan is incorporated herein by reference.
2. Performance Workplans and Workplan Outcome Reports will be completed according to the schedule and instructions provided by MCHS. The workplans are a key component of the DPHS and MCHS performance based contracting system and of this contract.
3. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS in to the agency's QI/PI plan. Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets. If the Contractor's performance is above the defined target, no additional information will need to be provided. It will be the understanding that activity and evaluation efforts were effective in reaching the desired outcome. If the Contractor's performance is below the defined target, an explanation must be provided of why and what action steps (corrective action plan) will be taken to improve performance.
4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the Contractor with reasonable notice of such changes.

B) Data and reporting requirements

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

1. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff list forms must be completed according to the relevant instructions and submitted as requested by DPHS.
2. The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
3. Completed UDS tables reflecting program performance in the previous calendar as requested by DPHS.
4. A copy of the Contractor's updated Sliding Fee Scale including the amounts(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.
5. An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.
6. Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.
7. By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report.

8. As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.
9. Comply with all Family Planning Program and STD/HIV Prevention Bureau requirements for reporting chlamydia testing.

C) On-site reviews

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

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

The remainder of this page is intentionally left blank.

Contractor Initials: AR
Date: 5/2/13

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Renewal:**

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

The remainder of this page is intentionally left blank.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

Contractor Initials: RR

Date: 5/2/13

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

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

Community Action Program Belknap-Merrimack Counties, Inc. From: July 1, 2013 or date of G&C Approval, whichever is later To: June 30, 2015

Contractor Name

Period Covered by this Certification

Ralph Littlefield, Executive Director

Name and Title of Authorized Contractor Representative


Contractor Representative Signature

5/2/13

Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

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

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

NH Department of Health and Human Services

Standard Exhibit F

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

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

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

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

PRIMARY COVERED TRANSACTIONS

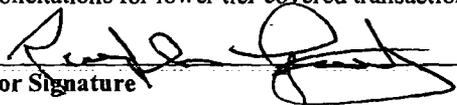
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

 Ralph Littlefield, Executive Director
Contractor Signature Contractor's Representative Title

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

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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


Contractor Signature

Ralph Littlefield
Executive Director
Contractor's Representative Title

Community Action Program Belknap-Merrimack
Counties, Inc.
Contractor Name

5/2/13
Date

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

(3) Obligations and Activities of Business Associate.

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

Contractor Initials: RS

Date: 5/2/12

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

(4) Obligations of Covered Entity

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

Contractor Initials: P-E
Date: 5/2/13

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

DIVISION OF PUBLIC HEALTH SERVICES

Community Action Program Belknap-Merrimack Counties, Inc.

The State Agency Name

Name of Contractor


Signature of Authorized Representative


Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

RALPH LITTLEFIELD

Name of Authorized Representative

Name of Authorized Representative

BUREAU CHIEF

EXECUTIVE DIRECTOR

Title of Authorized Representative

Title of Authorized Representative

5-30-2013

5/2/13

Date

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

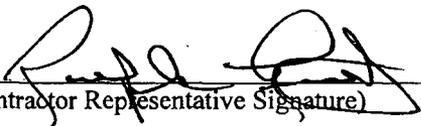
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

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

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

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

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


(Contractor Representative Signature)

Ralph Littlefield
Executive Director
(Authorized Contractor Representative Name & Title)

Community Action Program Belknap-Merrimack Counties, Inc.
(Contractor Name)

5/2/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 073997504

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

NO

YES

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

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

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

NO

YES

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

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

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

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Contractor Initials: RR
Date: 5/2/13

KEY ADMINISTRATIVE PERSONNEL

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

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

Name of Bureau/Section: Community Health Services/Maternal & Child Health/Family Planning Services

| BUDGET PERIOD: SFY 16 (7/1/15 - 6/30/16) | | | |
|---|---|---------------------------------------|--------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Ralph Littlefield, Executive Director | \$140,639 | 0.00% | \$0.00 |
| Brian F. Hoffman, Deputy Director | \$117,785 | 0.00% | \$0.00 |
| Susan M. Wnuk, Director, Community Health & Nutrition Services | \$66,866 | 13.33% | \$8,915.40 |
| Jan Rowley, Clincial Coordinator | \$40,997 | 62.50% | \$25,623.13 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$34,538.52 |

| BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17) | | | |
|---|---|---------------------------------------|--------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Ralph Littlefield, Executive Director | \$140,639 | 0.00% | \$0.00 |
| Brian F. Hoffman, Deputy Director | \$117,785 | 0.00% | \$0.00 |
| Susan M. Wnuk, Director, Community Health & Nutrition Services | \$66,866 | 13.33% | \$8,915.40 |
| Jan Rowley, Clincial Coordinator | \$40,997 | 62.50% | \$25,623.13 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$34,538.52 |

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



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to Family Planning Services Contract**

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment 1") dated this 9th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 250 Pleasant Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item #94), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

1. Amend Form P-37, Subject to read Family Planning Services
2. Amend Form P-37, Block 1.7 to read June 30, 2017
3. Amend Form P-37, Block 1.8 to read \$512,253.74
4. Amend Form P-37, Block 1.9 to read Eric Borrin
5. Amend Form P-37, Block 1.10 to read 603-271-9558
6. Amend Exhibit A, Scope of Services, Contract Period to read: "July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2017."
7. Amend Exhibit B, Purchase of Services, by:
 - 7.1. Changing Contract Period to read, "July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2017"
 - 7.2. Changing Job #45130203 to read Job #45030203
 - 7.3. Deleting paragraph 1 in its entirety and replacing it with new paragraph 1 and sub-paragraphs (a) and (b):
 1. The total amount of all payments made to the Contractor for the cost and expenses incurred in the performance of services during the period of July 1, 2015 through June 30, 2017 shall not exceed:



(a) \$129,549.00 in SFY 2016 and \$129,549.00 in SFY 2017 for a total amount of \$259,098.

(b) Funding is available as follows:

- \$118,136.81 – 61.2% Federal Funds from the Office of Population Affairs, Family Planning Services, Title X of the Public Health Services Act, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016063
- \$74,897.19 – 38.8% from General Funds
- \$66,064.00 – 100% Federal Funds from the Administration for Children and Families, Temporary Assistance for Needy Families, Title IV of the Social Security Act, (CFDA #93.558, FAIN 1502NHTANF).

7.4. Deleting paragraph 2 and replacing it with new paragraph 2:

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit B-1, Budget. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

7.5. Deleting paragraph 6 and replacing it with new paragraph 6:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

8. Add Exhibit B-1

9. Delete Exhibit C and replace with Exhibit C Amendment #1

10. Add Exhibit C-1

11. Delete Exhibit G and replace with Exhibit G Amendment #1

12. Delete Exhibit I and replace with Exhibit I Amendment #1

New Hampshire Department of Health and Human Services
Family Planning Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

6/2/15
Date

State of New Hampshire
Department of Health and Human Services
[Signature]
Brook Dupee
Bureau Chief

4/22/2015
Date

Concord Hospital, Inc.
[Signature]
NAME Robert P. Skigmeier
TITLE President & CEO

Acknowledgement:
State of NH, County of Merimack on April 22, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace



Contractor Initials: [Signature]
Date: 4/22/15

**New Hampshire Department of Health and Human Services
Family Planning Services**



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

OFFICE OF THE ATTORNEY GENERAL

4/20/15
Date

[Signature]
Name: Megan A. Yarb
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**Exhibit B-1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Concord Hospital Family Health Center

Budget Request for: **Family Planning**

Budget Period: 7/1/15 - 6/30/16

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------|----------------|---------------------|---|
| 1. Total Salary/Wages | \$ 56,517.00 | \$ - | \$ 56,517.00 | |
| 2. Employee Benefits | \$ - | \$ - | \$ - | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ 40,000.00 | \$ - | \$ 40,000.00 | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ - | \$ - | \$ - | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 96,517.00 | \$ - | \$ 96,517.00 | |

Indirect As A Percent of Direct

0.0%

NH DHHS
Exhibit B-1 Budget

Contractor Initials: MM

Date: 4/22/15

**Exhibit B-1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Concord Hospital Family Health Center

Budget Request for: Family Planning
(Name of RFP)

Budget Period: 7/1/16 - 6/30/17

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------------|-----------------------|---------------------|--|
| 1. Total Salary/Wages | \$ 56,517.00 | \$ - | \$ 56,517.00 | |
| 2. Employee Benefits | \$ - | \$ - | \$ - | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ 40,000.00 | \$ - | \$ 40,000.00 | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ - | \$ - | \$ - | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 96,517.00 | \$ - | \$ 96,517.00 | |

Indirect As A Percent of Direct

0.0%

Contractor Initials: _____

MMS

Date: _____

4/22/15

**Exhibit B-1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Concord Hospital Family Health Center

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

Budget Period: 7/1/16 - 6/30/17

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------|----------------|---------------------|---|
| 1. Total Salary/Wages | \$ 33,032.00 | \$ - | \$ 33,032.00 | |
| 2. Employee Benefits | \$ - | \$ - | \$ - | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ - | \$ - | \$ - | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 33,032.00 | \$ - | \$ 33,032.00 | |

Indirect As A Percent of Direct

0.0%

Contractor Initials: M/D

Date: 4/22/15



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;

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- 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.

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

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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) 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

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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

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- 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.

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Exhibit C-1

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. **Renewal:**

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

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

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

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

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

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

Exhibit G- Amendment #1

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

Contractor Initials

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Date

4/22/15

New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Contractor Name:

Date 4/22/2015

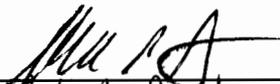

Name: Robert P. Steigmeyer
Title: President & CEO

Exhibit G- Amendment #1

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

Contractor Initials

RS

Date

4/22/15



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 Amendment #1

- 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 Amendment #1

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I Amendment #1

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 Amendment #1

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 Amendment #1

- 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) l, 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.

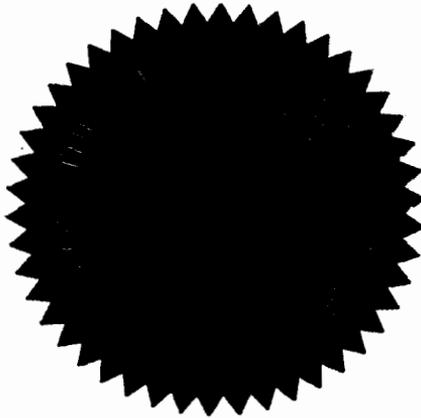
NH DHHS
 The State
[Signature]
 Signature of Authorized Representative
Brook Dupre
 Name of Authorized Representative
Bureau chief
 Title of Authorized Representative
4/22/15
 Date

Concord Hospital
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
Robert P. Steigmeyer
 Name of Authorized Representative
President & CEO
 Title of Authorized Representative
4/22/15
 Date

State of New Hampshire
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE

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

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

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

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

Robert P. Steigmeyer, President
Bruce R. Burns, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 22 day of Apr, 2015.

(Corporate seal)

Mary Boucher
Secretary

State of NH, County of Merimack

On this the 20th day of April, 2015, before me Mary Boucher, the undersigned

officer, personally appeared Mary Boucher, who acknowledged her/himself to be the

Secretary of Concord Hospital Inc. a corporation, and that such

Secretary being authorized to do so, executed the foregoing instrument for the purposes

therein contained, by signing the name of the corporation by her/himself as Mary Boucher

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

(Seal)



Christina Decatur
Notary Public, Justice of the Peace
My Commission expires: April 18, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2014

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

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

| | | |
|--|---------------------------------------|--------------------------------|
| PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@marsh.com 319078-CHS-gener-15-16 | CONTACT NAME: _____ | |
| | PHONE (A/C, No, Ext): _____ | FAX (A/C, No): _____ |
| E-MAIL ADDRESS: _____ | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Granite Shield Insurance Exchange | | |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER:** NYC-005740298-20 **REVISION NUMBER:** 0

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

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL SUBROGATION | | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|--|-----|--------------------|-------------------------|-------------------------|---|--|
| | | INSR | WVD | | | | | |
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | GSIE-PRIM-2015-101 | 01/01/2015 | 01/01/2016 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMP/OP AGG \$ | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N | N/A | | | | WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ | |
| A | Professional Liability | | | GSIE-PRIM-2015-101 | 01/01/2015 | 01/01/2016 | SEE ABOVE | |

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

| | |
|---|--|
| CERTIFICATE HOLDER STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES 29 HAZEN DRIVE CONCORD, NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Susan Molloy <i>Susan Molloy</i> |
|---|--|

Client#: 243089

CAPITALREG

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2014

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

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

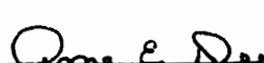
| | |
|--|--|
| PRODUCER HUB Healthcare Solutions HUB International New England 136 Turnpike Road, Suite 105 Southborough, MA 01772 | CONTACT NAME: Jessica Kelley |
| | PHONE (A/C, No, Ext): 508-303-9473 FAX (A/C, No): 508-303-9476 E-MAIL ADDRESS: jessica.kelley@hubinternational.com |
| INSURED Capital Region Healthcare Corporation 250 Pleasant Street Concord, NH 03301 | INSURER(S) AFFORDING COVERAGE: NAIC # |
| | INSURER A: Safety National Casualty Corp |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | SP4051888 SIR \$500,000 | 10/01/14 | 10/01/15 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |

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

| | |
|---|--|
| CERTIFICATE HOLDER State of New Hampshire Department of Health & Human Services 105 Pleasant Drive Concord, NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|

Concord Hospital Mission Statement

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

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

**Concord Hospital, Inc.
and Subsidiaries**

**Audited Consolidated Financial Statements
and Additional Information**

*Years Ended September 30, 2014 and 2013
With Independent Auditors' Report*

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

Audited Consolidated Financial Statements and Additional Information

Years Ended September 30, 2014 and 2013

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BAKER NEWMAN NOYES

Chartered Accountants

INDEPENDENT AUDITORS' REPORT

The Board of Trustees
Concord Hospital, Inc.

We have audited the accompanying consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System), which comprise the consolidated balance sheets as of September 30, 2014 and 2013, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' 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. 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 auditors' 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 opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the System as of September 30, 2014 and 2013, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Baker Newman & Noyes

Limited Liability Company

Manchester, New Hampshire
December 8, 2014

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

September 30, 2014 and 2013

ASSETS
(In thousands)

| | <u>2014</u> | <u>2013</u> |
|---|--------------------------|--------------------------|
| Current assets: | | |
| Cash and cash equivalents | \$ 12,953 | \$ 24,006 |
| Investments | 12,390 | 2,384 |
| Accounts receivable, less allowance for doubtful accounts of \$16,339 in 2014 and \$19,695 in 2013 | 46,896 | 46,061 |
| Due from affiliates | 438 | 584 |
| Supplies | 1,443 | 1,153 |
| Prepaid expenses and other current assets | <u>5,927</u> | <u>5,983</u> |
| Total current assets | 80,047 | 80,171 |
| Assets whose use is limited or restricted: | | |
| Board designated | 263,225 | 230,143 |
| Funds held by trustee: | | |
| Workers' compensation reserves and self-insurance escrows | 10,499 | 9,212 |
| Construction fund | - | 10,398 |
| Donor-restricted | <u>34,932</u> | <u>32,367</u> |
| Total assets whose use is limited or restricted | 308,656 | 282,120 |
| Other noncurrent assets: | | |
| Due from affiliates, net of current portion | 2,428 | 2,779 |
| Bond issuance costs and other assets | <u>24,613</u> | <u>18,651</u> |
| Total other noncurrent assets | 27,041 | 21,430 |
| Property and equipment: | | |
| Land and land improvements | 5,370 | 5,394 |
| Buildings | 175,689 | 166,951 |
| Equipment | 214,922 | 205,283 |
| Construction in progress | <u>10,414</u> | <u>9,286</u> |
| | 406,395 | 386,914 |
| Less accumulated depreciation | <u>(255,381)</u> | <u>(230,767)</u> |
| Net property and equipment | <u>151,014</u> | <u>156,147</u> |
| | <u>\$ 566,758</u> | <u>\$ 539,868</u> |

LIABILITIES AND NET ASSETS
(In thousands)

| | <u>2014</u> | <u>2013</u> |
|---|-------------------|-------------------|
| Current liabilities: | | |
| Short-term notes payable | \$ 1,912 | \$ 1,027 |
| Accounts payable and accrued expenses | 20,448 | 21,822 |
| Accrued compensation and related expenses | 25,829 | 23,293 |
| Accrual for estimated third-party payor settlements | 15,033 | 14,599 |
| Current portion of long-term debt | <u>8,131</u> | <u>7,931</u> |
| Total current liabilities | 71,353 | 68,672 |
| Long-term debt, net of current portion | 103,495 | 111,781 |
| Accrued pension and other long-term liabilities | <u>78,191</u> | <u>64,102</u> |
| Total liabilities | 253,039 | 244,555 |
| Net assets: | | |
| Unrestricted | 278,787 | 262,946 |
| Temporarily restricted | 15,089 | 14,127 |
| Permanently restricted | <u>19,843</u> | <u>18,240</u> |
| Total net assets | 313,719 | 295,313 |
| | <u>\$ 566,758</u> | <u>\$ 539,868</u> |

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended September 30, 2014 and 2013
(In thousands)

| | <u>2014</u> | <u>2013</u> |
|--|------------------|------------------|
| Unrestricted revenue and other support: | | |
| Net patient service revenue, net of contractual allowances and discounts | \$442,951 | \$432,232 |
| Provision for doubtful accounts | <u>(32,476)</u> | <u>(31,493)</u> |
| Net patient service revenue less provision for doubtful accounts | 410,475 | 400,739 |
| Other revenue | 23,387 | 24,140 |
| Disproportionate share revenue | 5,099 | - |
| Net assets released from restrictions for operations | <u>1,354</u> | <u>1,886</u> |
| Total unrestricted revenue and other support | 440,315 | 426,765 |
| Expenses: | | |
| Salaries and wages | 186,457 | 180,716 |
| Employee benefits | 48,346 | 45,644 |
| Supplies and other | 76,206 | 76,347 |
| Purchased services | 61,668 | 59,783 |
| Professional fees | 2,670 | 3,170 |
| Depreciation and amortization | 25,397 | 25,047 |
| Medicaid enhancement tax | 16,437 | 16,541 |
| Interest expense | <u>4,057</u> | <u>4,720</u> |
| Total expenses | <u>421,238</u> | <u>411,968</u> |
| Income from operations | 19,077 | 14,797 |
| Nonoperating income (loss): | | |
| Unrestricted gifts and bequests | 218 | 159 |
| Investment income and other | 9,923 | 92 |
| Loss on extinguishment of debt | <u>-</u> | <u>(3,169)</u> |
| Total nonoperating income (loss) | <u>10,141</u> | <u>(2,918)</u> |
| Excess of revenues and gains over expenses | <u>\$ 29,218</u> | <u>\$ 11,879</u> |

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended September 30, 2014 and 2013

(In thousands)

| | <u>2014</u> | <u>2013</u> |
|---|------------------|------------------|
| Unrestricted net assets: | | |
| Excess of revenues and gains over expenses | \$ 29,218 | \$ 11,879 |
| Net unrealized gains on investments | 2,627 | 22,870 |
| Net transfers from affiliates | 312 | 295 |
| Net assets released from restrictions used for purchases of property and equipment | 62 | 112 |
| Pension adjustment | <u>(16,378)</u> | <u>26,967</u> |
| Increase in unrestricted net assets | 15,841 | 62,123 |
| Temporarily restricted net assets: | | |
| Restricted contributions and pledges | 1,157 | 1,285 |
| Restricted investment income | 984 | 66 |
| Contributions to affiliates and other community organizations | (146) | (135) |
| Net unrealized gains on investments | 383 | 2,019 |
| Net assets released from restrictions for operations | (1,354) | (1,886) |
| Net assets released from restrictions used for purchases of property and equipment | <u>(62)</u> | <u>(112)</u> |
| Increase in temporarily restricted net assets | 962 | 1,237 |
| Permanently restricted net assets: | | |
| Restricted contributions and pledges | 1,211 | 1,022 |
| Unrealized gains on trusts administered by others | <u>392</u> | <u>466</u> |
| Increase in permanently restricted net assets | <u>1,603</u> | <u>1,488</u> |
| Increase in net assets | 18,406 | 64,848 |
| Net assets, beginning of year | <u>295,313</u> | <u>230,465</u> |
| Net assets, end of year | <u>\$313,719</u> | <u>\$295,313</u> |

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended September 30, 2014 and 2013
(In thousands)

| | <u>2014</u> | <u>2013</u> |
|---|------------------|------------------|
| Cash flows from operating activities: | | |
| Increase in net assets | \$ 18,406 | \$ 64,848 |
| Adjustments to reconcile increase in net assets to net cash provided by operating activities: | | |
| Restricted contributions and pledges | (2,368) | (2,307) |
| Depreciation and amortization | 25,397 | 25,047 |
| Net realized and unrealized gains on investments | (12,123) | (23,589) |
| Bond premium amortization | (154) | (202) |
| Loss on extinguishment of debt | - | 3,169 |
| Provision for doubtful accounts | 32,476 | 31,493 |
| Equity in earnings of affiliates, net | (6,121) | (5,835) |
| (Gain) loss on disposal of property and equipment | (55) | 56 |
| Pension adjustment | 16,378 | (26,967) |
| Changes in operating assets and liabilities: | | |
| Accounts receivable | (33,311) | (35,940) |
| Supplies, prepaid expenses and other current assets | (234) | (1,944) |
| Other assets | (6,279) | (11,973) |
| Due from affiliates | 497 | 44 |
| Accounts payable and accrued expenses | (1,374) | (414) |
| Accrued compensation and related expenses | 2,536 | 1,071 |
| Accrual for estimated third-party payor settlements | 434 | 3,257 |
| Accrued pension and other long-term liabilities | <u>(2,289)</u> | <u>8,069</u> |
| Net cash provided by operating activities | 31,816 | 27,883 |
| Cash flows from investing activities: | | |
| Increase in property and equipment, net | (20,148) | (23,961) |
| Purchases of investments | (50,714) | (161,265) |
| Proceeds from sales of investments | 26,381 | 127,222 |
| Equity distributions from affiliates | <u>6,377</u> | <u>6,152</u> |
| Net cash used by investing activities | (38,104) | (51,852) |
| Cash flows from financing activities: | | |
| Proceeds from long-term debt | - | 81,052 |
| Payments on long-term debt | (7,932) | (67,646) |
| Change in short-term notes payable | 885 | 326 |
| Bond issuance costs | - | (766) |
| Restricted contributions and pledges | <u>2,282</u> | <u>2,289</u> |
| Net cash (used) provided by financing activities | <u>(4,765)</u> | <u>15,255</u> |
| Net decrease in cash and cash equivalents | (11,053) | (8,714) |
| Cash and cash equivalents at beginning of year | <u>24,006</u> | <u>32,720</u> |
| Cash and cash equivalents at end of year | \$ <u>12,953</u> | \$ <u>24,006</u> |

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies

Organization

Concord Hospital, Inc., (the Hospital) located in Concord, New Hampshire, is a not-for-profit acute care hospital. The Hospital provides inpatient, outpatient, emergency care and physician services for residents within its geographic region. Admitting physicians are primarily practitioners in the local area. The Hospital is controlled by Capital Regional Health Care Corporation (CRHC).

In 1985, the then Concord Hospital underwent a corporate reorganization in which it was renamed and became CRHC. At the same time, the Hospital was formed as a new entity. All assets and liabilities of the former hospital, now CRHC, with the exception of its endowments and restricted funds, were conveyed to the new Hospital. The endowments were held by CRHC for the benefit of the Hospital, which is the true party in interest. Effective October 1, 1999, CRHC transferred these funds to the Hospital.

In March 2009, Concord Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic permanent and temporarily restricted funds, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts. Concord Hospital and the Trust constitute the Obligated Group at September 30, 2014 and 2013 to certain debt described in Note 6.

Subsidiaries of the Hospital include:

Capital Region Health Care Development Corporation (CRHCDC) is a not-for-profit real estate corporation that owns and operates medical office buildings and other properties.

Capital Region Health Ventures Corporation (CRHVC) is a not-for-profit corporation that engages in health care delivery partnerships and joint ventures. It operates ambulatory surgery and diagnostic facilities in cooperation with other entities.

CH/DHC, Inc. d/b/a Dartmouth-Hitchcock-Concord (CH/DHC) is a not-for-profit corporation that provides clinical medical services through a multi-specialty group practice. CH/DHC was formed under a joint agreement between the Hospital and DH-Concord.

The Hospital, its subsidiaries and the Trust are collectively referred to as the System. The consolidated financial statements include the accounts of the Hospital, the Trust, CRHCDC, CRHVC and CH/DHC. All significant intercompany balances and transactions have been eliminated in consolidation.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

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 the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The most significant areas which are affected by the use of estimates include the allowance for doubtful accounts and contractual adjustments, estimated third-party payor settlements, and actuarial assumptions used in determining pension expense, health benefit plan expense, workers' compensation costs and malpractice losses.

Concentration of Credit Risk

Financial instruments which subject the Hospital to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the Hospital's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Hospital's accounts receivable are primarily due from third-party payors and amounts are presented net of expected contractual allowances and uncollectible amounts. The Hospital's investment portfolio consists of diversified investments, which are subject to market risk. The State Street S&P 500 CTF exceeded 10% of investments as of September 30, 2014 and 2013.

Cash and Cash Equivalents

Cash and cash equivalents include money market funds and secured repurchase agreements with original maturities of three months or less, excluding assets whose use is limited or restricted.

The Hospital maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Hospital has not experienced any losses on such accounts.

Supplies

Supplies are carried at the lower of cost, determined on a weighted-average method, or market.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted include assets held by trustees under indenture agreements, workers' compensation reserves, quasi-endowment funds, designated assets set aside by the Board of Trustees, over which the Board retains control and may, at its discretion, subsequently use for other purposes, and donor-restricted investments.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Investments and Investment Income

Investments are carried at fair value in the accompanying consolidated balance sheets. Investment income (including realized gains and losses on investments, interest and dividends) is included in the excess of revenues and gains over expenses unless the income is restricted by donor or law. Gains and losses on investments are computed on a specific identification basis. Unrealized gains and losses on investments are excluded from the excess of revenues and gains over expenses unless the investments are classified as trading securities or losses are considered other-than-temporary. Periodically, management reviews investments for which the market value has fallen significantly below cost and recognizes impairment losses where they believe the declines are other-than-temporary.

Beneficial Interest in Perpetual Trusts

The System has an irrevocable right to receive income earned on certain trust assets established for its benefit. Distributions received by the System are unrestricted. The System's interest in the fair value of the trust assets is included in assets whose use is limited. Changes in the fair value of beneficial trust assets are reported as increases or decreases to permanently restricted net assets.

Investment Policies

The System's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns. The invested assets include endowment, specific purpose and board designated (unrestricted) funds.

Endowment funds are identified as permanent in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

Temporarily restricted funds are temporary in nature, restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

Board designated funds have various intermediate/long-term time horizons associated with specific spending objectives as determined by the Board of Trustees.

Management of these assets is designed to increase, with minimum risk, the inflation adjusted principal and income of the endowment funds over the long term. The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Spending Policy for Appropriation of Assets for Expenditure

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Spending policies may be adopted by the System, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The System has a current spending policy on various funds currently equivalent to 5% of twelve-quarter moving average of the funds' total market value.

Accounts Receivable and the Allowance for Doubtful Accounts

Accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectibility of accounts receivable, the System analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for doubtful accounts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the System analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for doubtful accounts, if necessary (for example, for expected uncollectible deductibles and copayments on accounts for which the third-party payor has not yet paid, or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely). For receivables associated with self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), the System records a provision for doubtful accounts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates (or the discounted rates if negotiated) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The System's allowance for doubtful accounts for self-pay patients represented 87% of self-pay accounts receivable at September 30, 2014 and 2013. The total provision for the allowance for doubtful accounts was \$32,476 and \$31,493 for the years ended September 30, 2014 and 2013, respectively. The System also allocates a portion of the allowance and provision for doubtful accounts to charity care, which is reflected within net patient service revenue, net of contractual allowance and discounts, in the accompanying consolidated statements of operations. The System's self-pay bad debt writeoffs increased \$212, from \$32,284 in 2013 to \$32,496 in 2014. The change in bad debt writeoffs was a result of collection trends.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Property and Equipment

Property and equipment is stated at cost at time of purchase, or at fair value at time of donation for assets contributed, less any reductions in carrying value for impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the related assets over their estimated useful lives. For the years ended September 30, 2014 and 2013, depreciation expense was \$25,336 and \$24,859, respectively.

The System has also capitalized certain costs associated with property and equipment not yet in service. Construction in progress includes amounts incurred related to major construction projects, other renovations, and other capital equipment purchased but not yet placed in service. Interest capitalized as part of construction projects was \$23 during 2013. There was no interest capitalized during 2014.

Gifts of long-lived assets such as land, buildings or equipment are reported as unrestricted support, and are excluded from the excess of revenues and gains over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used, and gifts of cash or other assets that must be used to acquire long-lived assets, are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the grant expenditures are incurred.

Bond Issuance Costs/Original Issue Discount or Premium

Bond issuance costs incurred to obtain financing for construction and renovation projects and the original issue discount or premium are being amortized by the straight-line method, which approximates the effective interest method, over the life of the respective bonds. The original issue discount or premium is presented as a component of bonds payable.

Charity Care

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 11). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System determines the costs associated with providing charity care by calculating a ratio of cost to gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2014 and 2013 were approximately \$349 and \$607, respectively.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Temporarily and Permanently Restricted Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported as either net assets released from restrictions for operations (for noncapital related items) or as net assets released from restrictions used for purchases of property and equipment (capital related items). Permanently restricted net assets have been restricted by donors to be maintained in perpetuity.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

Net Patient Service Revenue

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, per diem payments and fee schedules. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined. Changes in these estimates are reflected in the financial statements in the year in which they occur. For the years ended September 30, 2014 and 2013, net patient service revenue in the accompanying consolidated statements of operations increased by approximately \$2,914 and \$1,366, respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.

Revenues from the Medicare and Medicaid programs accounted for approximately 27% and 3% and 28% and 3% of the System's net patient service revenue for the years ended September 30, 2014 and 2013, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

The Hospital recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. For uninsured patients, the Hospital provides a discount approximately equal to that of its largest private insurance payors. On the basis of historical experience, a significant portion of the Hospital's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Hospital records a significant provision for doubtful accounts related to uninsured patients in the period the services are provided.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Donor-Restricted Gifts

Unconditional promises to give cash and other assets to the System are reported at fair value at the date the promise is received. Conditional promises to give and intentions to give are reported at fair value at the date the condition is met. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets.

Excess of Revenues and Gains Over Expenses

The System has deemed all activities as ongoing, major or central to the provision of health care services and, accordingly, they are reported as operating revenue and expenses, except for unrestricted contributions and pledges, the related philanthropy expenses, investment income and loss on extinguishment of debt which are recorded as nonoperating income (loss).

The consolidated statements of operations also include excess of revenues and gains over expenses. Changes in unrestricted net assets which are excluded from excess of revenues and gains over expenses, consistent with industry practice, include the change in net unrealized gains and losses on investments other than trading securities or losses considered other than temporary, permanent transfers of assets to and from affiliates for other than goods and services, the minimum pension liability adjustment and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

Estimated Workers' Compensation and Health Care Claims

The provision for estimated workers' compensation and health care claims includes estimates of the ultimate costs for both reported claims and claims incurred but not reported.

Income Taxes

The Hospital, CRHCDC, CRHVC, CH/DHC and the Trust are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements. With few exceptions, the System is no longer subject to income tax examination by the U.S. federal or state tax authorities for years before 2011.

Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately \$215 and \$184 for the years ended September 30, 2014 and 2013, respectively.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
(In thousands)

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Subsequent Events

Management of the System evaluated events occurring between the end of its fiscal year and December 8, 2014, the date the consolidated financial statements were available to be issued.

2. Transactions With Affiliates

The System provides funds to CRHC and its affiliates which are used for a variety of purposes. The System records the transfer of funds to CRHC and the other affiliates as either receivables or directly against net assets, depending on the intended use and repayment requirements of the funds. Generally, funds transferred for start-up costs of new ventures or capital related expenditures are recorded as charges against net assets. For the years ended September 30, 2014 and 2013, transfers made to CRHC were \$(125) and \$(212), respectively, and transfers received from Capital Region Health Care Services Corporation (CRHCSC) were \$437 and \$507, respectively.

A brief description of affiliated entities is as follows:

- CRHCSC is a for-profit provider of health care services, including an eye surgery center and assisted living facility.
- Concord Regional Visiting Nurse Association, Inc. and Subsidiary (CRVNA) provides home health care services.
- Riverbend, Inc. provides behavioral health services.

Amounts due the System, primarily from joint ventures, totaled \$2,866 and \$3,363 at September 30, 2014 and 2013, respectively. Amounts have been classified as current or long-term depending on the intentions of the parties involved. Beginning in 1999, the Hospital began charging interest on a portion of the receivables (\$931 and \$968 at September 30, 2014 and 2013, respectively) with principal and interest (6.75% at September 30, 2014) payments due monthly. Interest income amounted to \$64 and \$67 for the years ended September 30, 2014 and 2013, respectively.

Contributions to affiliates and other community organizations from temporarily restricted net assets were \$146 and \$135 in 2014 and 2013, respectively.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
(In thousands)

3. Investments and Assets Whose Use is Limited or Restricted

Investments totaling \$12,390 and \$2,384 at September 30, 2014 and 2013, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

| | <u>2014</u> | <u>2013</u> |
|---|------------------|------------------|
| Board designated funds: | | |
| Cash and cash equivalents | \$ 2,598 | \$ 2,416 |
| Fixed income securities | 38,060 | 36,488 |
| Marketable equity and other securities | 199,507 | 175,797 |
| Inflation-protected securities | <u>23,060</u> | <u>15,442</u> |
| | 263,225 | 230,143 |
| Held by trustee for workers' compensation reserves: | | |
| Fixed income securities | 3,749 | 3,629 |
| Health insurance and other escrow funds: | | |
| Cash and cash equivalents | 961 | 863 |
| Fixed income securities | 1,259 | 912 |
| Marketable equity securities | <u>4,530</u> | <u>3,808</u> |
| | 6,750 | 5,583 |
| Held by trustee for construction fund: | | |
| Cash equivalents | - | 10,398 |
| Donor restricted: | | |
| Cash and cash equivalents | 3,450 | 2,635 |
| Fixed income securities | 2,946 | 3,696 |
| Marketable equity securities | 15,487 | 13,961 |
| Inflation-protected securities | 1,785 | 1,290 |
| Trust funds administered by others | 11,070 | 10,678 |
| Other | <u>194</u> | <u>107</u> |
| | <u>34,932</u> | <u>32,367</u> |
| | <u>\$308,656</u> | <u>\$282,120</u> |

Included in marketable equity and other securities above are \$111,693 and \$80,648 at September 30, 2014 and 2013, respectively, in so called alternative investments. See also note 14.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
(In thousands)

3. Investments and Assets Whose Use is Limited or Restricted (Continued)

Investment income, net realized gains and losses and net unrealized gains and losses on assets whose use is limited or restricted, cash and cash equivalents, and other investments are as follows at September 30:

| | <u>2014</u> | <u>2013</u> |
|---|-----------------|-----------------|
| Unrestricted: | | |
| Interest and dividends | \$ 3,173 | \$ 2,936 |
| Investment income from trust funds administered by others | 533 | 496 |
| Net realized gains (losses) on sales of investments | <u>7,987</u> | <u>(1,632)</u> |
| | 11,693 | 1,800 |
| Restricted: | | |
| Interest and dividends | 250 | 200 |
| Net realized gains (losses) on sales of investments | <u>734</u> | <u>(134)</u> |
| | <u>984</u> | <u>66</u> |
| | <u>\$12,677</u> | <u>\$ 1,866</u> |
| Other changes in net assets: | | |
| Net unrealized gains on investments: | | |
| Unrestricted | \$ 2,627 | \$22,870 |
| Temporarily restricted | 383 | 2,019 |
| Permanently restricted | <u>392</u> | <u>466</u> |
| | <u>\$ 3,402</u> | <u>\$25,355</u> |

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was \$1,693 and \$1,550 in 2014 and 2013, respectively.

Investment management fees expensed and reflected in nonoperating income were \$884 and \$736 for the years ended September 30, 2014 and 2013, respectively.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013

(In thousands)

3. Investments and Assets Whose Use is Limited or Restricted (Continued)

The following summarizes the Hospital's gross unrealized losses and fair values, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at September 30, 2014 and 2013:

| | <u>Less Than 12 Months</u> | | <u>12 Months or Longer</u> | | <u>Total</u> | |
|------------------------------|----------------------------|--------------------------|----------------------------|--------------------------|-------------------|--------------------------|
| | <u>Fair Value</u> | <u>Unrealized Losses</u> | <u>Fair Value</u> | <u>Unrealized Losses</u> | <u>Fair Value</u> | <u>Unrealized Losses</u> |
| <u>2014</u> | | | | | | |
| Marketable equity securities | \$ 1,188 | \$ (142) | \$34,834 | \$ (1,687) | \$36,022 | \$ (1,829) |
| Fund-of-funds | <u>17,772</u> | <u>(1,191)</u> | <u>16,417</u> | <u>(1,370)</u> | <u>34,189</u> | <u>(2,561)</u> |
| | <u>\$ 18,960</u> | <u>\$ (1,333)</u> | <u>\$ 51,251</u> | <u>\$ (3,057)</u> | <u>\$ 70,211</u> | <u>\$ (4,390)</u> |
| <u>2013</u> | | | | | | |
| Marketable equity securities | \$41,047 | \$ (882) | \$ 47 | \$ (19) | \$41,094 | \$ (901) |
| REIT | 108 | (3) | - | - | 108 | (3) |
| Fund-of-funds | <u>7,344</u> | <u>(658)</u> | <u>8,800</u> | <u>(981)</u> | <u>16,144</u> | <u>(1,639)</u> |
| | <u>\$48,499</u> | <u>\$ (1,543)</u> | <u>\$ 8,847</u> | <u>\$ (1,000)</u> | <u>\$57,346</u> | <u>\$ (2,543)</u> |

In evaluating whether investments have suffered an other-than-temporary decline, based on input from outside investment advisors, management evaluated the amount of the decline compared to cost, the length of time and extent to which fair value has been less than cost, the underlying creditworthiness of the issuer, the fair values exhibited during the year, estimated future fair values and the System's intent and ability to hold the security until a recovery in fair value or maturity. Based on evaluations of the underlying issuers' financial condition, current trends and economic conditions, management believes that unrealized losses related to securities that have suffered an other-than-temporary decline in value are not material to these consolidated financial statements.

4. Defined Benefit Pension Plan

The System has a noncontributory defined benefit pension plan (the Plan), covering all eligible employees of the System and subsidiaries. The Plan is a cash balance plan that provides benefits based on an employee's years of service, age and the employee's compensation over those years. The System's funding policy is to contribute annually the amount needed to meet or exceed actuarially determined minimum funding requirements of the *Employee Retirement Income Security Act of 1974* (ERISA).

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
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4. Defined Benefit Pension Plan (Continued)

The System accounts for its defined benefit pension plan under ASC 715, *Compensation Retirement Benefits*. This Statement requires entities to recognize an asset or liability for the overfunded or underfunded status of their benefit plans in their financial statements.

The following table summarizes the Plan's funded status at September 30, 2014 and 2013:

| | <u>2014</u> | <u>2013</u> |
|--|--------------------|--------------------|
| Pension benefits: | | |
| Fair value of plan assets | \$ 151,055 | \$ 131,706 |
| Projected benefit obligation | <u>(199,121)</u> | <u>(172,761)</u> |
| | <u>\$ (48,066)</u> | <u>\$ (41,055)</u> |
| Activities for the year consist of: | | |
| Benefit payments and administrative expenses | \$ 7,556 | \$ 9,356 |
| Net periodic benefit cost | 9,333 | 10,923 |

The table below presents details about the System's defined benefit pension plan, including its funded status, components of net periodic benefit cost, and certain assumptions used in determining the funded status and cost:

| | <u>2014</u> | <u>2013</u> |
|---|--------------------|--------------------|
| Change in benefit obligation: | | |
| Benefit obligation at beginning of year | \$172,761 | \$186,897 |
| Service cost | 8,447 | 8,711 |
| Interest cost | 9,052 | 7,940 |
| Actuarial loss (gain) | 16,417 | (21,431) |
| Benefit payments and administrative expenses paid | <u>(7,556)</u> | <u>(9,356)</u> |
| Benefit obligation at end of year | <u>\$199,121</u> | <u>\$172,761</u> |
| Change in plan assets: | | |
| Fair value of plan assets at beginning of year | \$131,706 | \$117,798 |
| Actual return on plan assets | 8,205 | 11,264 |
| Employer contributions | 18,700 | 12,000 |
| Benefit payments and administrative expenses paid | <u>(7,556)</u> | <u>(9,356)</u> |
| Fair value of plan assets at end of year | <u>\$151,055</u> | <u>\$131,706</u> |
| Funded status and amount recognized in noncurrent liabilities at September 30 | <u>\$ (48,066)</u> | <u>\$ (41,055)</u> |

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
(In thousands)

4. Defined Benefit Pension Plan (Continued)

Amounts recognized as a change in unrestricted net assets during the years ended September 30, 2014 and 2013 consist of:

| | <u>2014</u> | <u>2013</u> |
|-----------------------------------|---------------------|-----------------------|
| Net actuarial loss (gain) | \$19,115 | \$(22,539) |
| Net amortized loss | (2,770) | (4,492) |
| Prior service credit amortization | <u>33</u> | <u>64</u> |
| Total amount recognized | <u>\$16,378</u> | <u>\$(26,967)</u> |

Pension Plan Assets

The fair values of the System's pension plan assets and target allocations as of September 30, 2014 and 2013, by asset category are as follows (see Note 14 for level definitions):

| | Target Allo- cation | | | | | Percentage of Plan Assets September 30, 2014 |
|------------------------------|---------------------------|-----------------|-----------------|-----------------|------------------|---|
| | <u>2014</u> | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Total</u> | <u>2014</u> |
| Short-term investments: | 0 – 20% | | | | | 13% |
| Money market funds | | \$19,389 | \$ – | \$ – | \$ 19,389 | |
| Equity securities: | 40 – 80% | | | | | 58% |
| Common stocks | | 8,040 | – | – | 8,040 | |
| Mutual funds – international | | 13,288 | – | – | 13,288 | |
| Common collective trust | | – | 24,154 | – | 24,154 | |
| Funds-of-funds | | – | 3,831 | 37,393 | 41,224 | |
| Fixed income securities: | 5 – 80% | | | | | 21% |
| Mutual funds – REIT | | 685 | – | – | 685 | |
| Mutual funds – fixed income | | 27,054 | – | – | 27,054 | |
| Funds-of-funds | | – | – | 4,545 | 4,545 | |
| Hedge funds: | 0 – 30% | | | | | 8% |
| Inflation hedge | | <u>–</u> | <u>12,676</u> | <u>–</u> | <u>12,676</u> | |
| | | <u>\$68,456</u> | <u>\$40,661</u> | <u>\$41,938</u> | <u>\$151,055</u> | |

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013

(In thousands)

4. Defined Benefit Pension Plan (Continued)

| | Target Allo- cation <u>2013</u> | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Total</u> | Percentage of Plan Assets September 30, <u>2013</u> |
|------------------------------|--|-----------------|-----------------|-----------------|------------------|--|
| Short-term investments: | 0 – 5% | | | | | 7% |
| Money market funds | | \$ 9,186 | \$ – | \$ – | \$ 9,186 | |
| Equity securities: | 40 – 70% | | | | | 71% |
| Common stocks | | 6,960 | – | – | 6,960 | |
| Mutual funds – international | | 36,542 | – | – | 36,542 | |
| Common collective trust | | – | 20,170 | – | 20,170 | |
| Funds-of-funds | | – | 3,672 | 26,582 | 30,254 | |
| Fixed income securities: | 10 – 60% | | | | | 13% |
| Mutual funds – REIT | | 545 | – | – | 545 | |
| Mutual funds – fixed income | | 11,529 | – | – | 11,529 | |
| Funds-of-funds | | – | – | 4,568 | 4,568 | |
| Hedge funds: | 0 – 20% | | | | | 9% |
| Inflation hedge | | – | 11,952 | – | 11,952 | |
| | | <u>\$64,762</u> | <u>\$35,794</u> | <u>\$31,150</u> | <u>\$131,706</u> | |

The funds-of-funds are invested with seven investment managers and have various restrictions on redemptions. Five of the managers holding amounts totaling approximately \$31 million at September 30, 2014 allow for monthly redemptions, with notices ranging from 5 to 15 days. Two managers holding amounts totaling approximately \$15 million at September 30, 2014 allow for quarterly redemptions, with a notice of 45 or 65 days. Two of the funds also require a one-year lock on initial deposit of funds. One fund also may include a fee estimated to be equal to the cost the fund incurs in converting investments to cash (maximum of 1.5%).

The table below sets forth a summary of changes in plan assets using unobservable inputs (Level 3):

| | <u>2014</u> | <u>2013</u> |
|--|-----------------|-----------------|
| Balance, beginning of year | \$31,150 | \$33,772 |
| Unrealized gains (losses) related to instruments still held at the reporting date | 2,015 | (566) |
| Purchases | 8,984 | 4,000 |
| Sales | <u>(211)</u> | <u>(6,056)</u> |
| Balance, end of year | <u>\$41,938</u> | <u>\$31,150</u> |

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
(In thousands)

4. Defined Benefit Pension Plan (Continued)

The System considers various factors in estimating the expected long-term rate of return on plan assets. Among the factors considered include the historical long-term returns on plan assets, the current and expected allocation of plan assets, input from the System's actuaries and investment consultants, and long-term inflation assumptions. The System's expected allocation of plan assets is based on a diversified portfolio consisting of domestic and international equity securities, fixed income securities, and real estate.

The System's investment policy for its pension plan is to balance risk and returns using a diversified portfolio consisting primarily of high quality equity and fixed income securities. To accomplish this goal, plan assets are actively managed by outside investment managers with the objective of optimizing long-term return while maintaining a high standard of portfolio quality and proper diversification. The System monitors the maturities of fixed income securities so that there is sufficient liquidity to meet current benefit payment obligations. The System's Investment Committee provides oversight of the plan investments and the performance of the investment managers.

Amounts included in expense during fiscal 2014 and 2013 consist of:

| | <u>2014</u> | <u>2013</u> |
|---|-----------------|------------------|
| Components of net periodic benefit cost: | | |
| Service cost | \$ 8,447 | \$ 8,711 |
| Interest cost | 9,052 | 7,940 |
| Expected return on plan assets | (10,903) | (10,156) |
| Amortization of prior service cost and gains and losses | <u>2,737</u> | <u>4,428</u> |
| Net periodic benefit cost | <u>\$ 9,333</u> | <u>\$ 10,923</u> |

The accumulated benefit obligations for the plan at September 30, 2014 and 2013 were \$187,040 and \$161,290, respectively.

| | <u>2014</u> | <u>2013</u> |
|--|-------------|-------------|
| Weighted average assumptions to determine benefit obligation: | | |
| Discount rate | 4.78% | 5.38% |
| Rate of compensation increase | 2.00 | 2.00 |
| Weighted average assumptions to determine net periodic benefit cost: | | |
| Discount rate | 5.38% | 4.40% |
| Expected return on plan assets | 8.00 | 8.00 |
| Cash balance credit rate | 5.00 | 5.00 |
| Rate of compensation increase | 2.00 | 2.00 |

In selecting the long-term rate of return on plan assets, the System considered the average rate of earnings expected on the funds invested or to be invested to provide for the benefits of the plan. This included considering the plan's asset allocation and the expected returns likely to be earned over the life of the plan, as well as the historical returns on the types of assets held and the current economic environment.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013

(In thousands)

4. Defined Benefit Pension Plan (Continued)

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2015 are as follows:

| | |
|----------------------|-----------------|
| Actuarial loss | \$ 4,100 |
| Prior service credit | <u>(33)</u> |
| | <u>\$ 4,067</u> |

The System funds the pension plan and no contributions are made by employees. The System funds the plan annually by making a contribution of at least the minimum amount required by applicable regulations and as recommended by the System's actuary. However, the System may also fund the plan in excess of the minimum required amount.

Cash contributions in subsequent years will depend on a number of factors including performance of plan assets. However, the System expects to fund \$12,000 in cash contributions to the plan for the 2015 plan year.

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid as follows:

| <u>Year Ended September 30</u> | <u>Pension Benefits</u> |
|--------------------------------|-------------------------|
| 2015 | \$ 10,359 |
| 2016 | 11,426 |
| 2017 | 13,556 |
| 2018 | 14,132 |
| 2019 | 15,106 |
| 2020 – 2024 | 89,267 |

5. Estimated Third-Party Payor Settlements

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

Medicare

Inpatient and outpatient services rendered to Medicare program beneficiaries are primarily paid at prospectively determined rates. These rates vary according to a patient classification system that is based on clinical diagnosis and other factors. In addition to this, the System is also reimbursed for medical education and other items which require cost settlement and retrospective review by the fiscal intermediary. Accordingly, the System files an annual cost report with the Medicare program after the completion of each fiscal year to report activity applicable to the Medicare program and to determine any final settlements.

The physician practices are reimbursed on a fee screen basis.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
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5. Estimated Third-Party Payor Settlements (Continued)

Disproportionate Share Payments and Medicaid Enhancement Tax

Under the State of New Hampshire's tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.5% of net patient service revenues, with certain exclusions. The amount of tax incurred by the System for fiscal 2014 and 2013 was \$16,437 and \$16,541, respectively.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. In addition, as part of the State of New Hampshire's biennial budget process for the two-year period ended June 30, 2013, the State eliminated disproportionate share payments to certain New Hampshire hospitals, including the System. For the year ended June 30, 2014, the State of New Hampshire restored a portion of disproportionate share funding, and the System received \$5,099 in disproportionate share payments which are recorded within unrestricted revenue and other support.

During 2014, the Centers for Medicare and Medicaid Services (CMS) began an audit of the State's program and the disproportionate share payments made by the State in 2011, the first year that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. At the date of these consolidated financial statements, CMS's audit was still in process, and the System has received no indication of adjustments, if any, that may be made to disproportionate share payments received in prior years. As such, no amounts have been reflected in the accompanying consolidated financial statements related to this contingency.

The System amended certain past MET returns based upon further guidance which provided that certain exclusions can be deducted from net patient service revenues. During 2014, the State completed an initial audit of those amended returns. The outcome of the amended returns and related audits is uncertain at the date of these consolidated financial statements, and no amounts have been reflected in these consolidated financial statements related to those matters.

Medicaid

Inpatient services rendered to Medicaid program beneficiaries are paid at prospectively determined rates per discharge. Outpatient services rendered to Medicaid program beneficiaries are reimbursed under fee schedules and cost reimbursement methodologies subject to various limitations or discounts. The Hospital is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicaid program.

The physician practices are reimbursed on a fee screen basis.

Other

The System has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the System under these agreements includes prospectively determined rates per discharge, discounts from established charges, and prospectively determined rates.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
(In thousands)

5. Estimated Third-Party Payor Settlements (Continued)

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated balance sheets represents the estimated net amounts to be paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provision. Settlements for the Hospital have been finalized through 2010 for Medicare and Medicaid.

6. Long-Term Debt and Notes Payable

Long-term debt consists of the following at September 30, 2014 and 2013:

| | <u>2014</u> | <u>2013</u> |
|---|------------------|------------------|
| 2.0% to 5.0% New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds, Concord Hospital Issue, Series 2013A; due in annual installments, including principal and interest ranging from \$1,543 to \$3,555 through 2043, including unamortized original issue premium of \$3,429 in 2014 and \$3,550 in 2013 | \$ 46,714 | \$ 47,860 |
| 1.71% fixed rate NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013B; due in annual installments, including principal and interest ranging from \$1,860 to \$3,977 through 2024 | 27,550 | 31,011 |
| 1.3% to 5.6% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011; due in annual installments, including principal and interest ranging from \$2,737 to \$5,201 through 2026, including unamortized original issue premium of \$233 in 2014 and \$252 in 2013 | <u>37,362</u> | <u>40,841</u> |
| | 111,626 | 119,712 |
| Less current portion | <u>(8,131)</u> | <u>(7,931)</u> |
| | <u>\$103,495</u> | <u>\$111,781</u> |

In February 2013, \$48,631 (including an original issue premium of \$3,631) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A, were issued to assist in the funding of a significant facility improvement project and to advance refund the Series 2001 NHHEFA Hospital Revenue Bonds. The facility improvement project included enhancements to the System's power plant, renovation of certain nursing units, expansion of the parking capacity at the main campus and various other routine capital expenditures and miscellaneous construction, renovation and improvements of the System's facilities. As a result of the advance refunding, the unamortized bond issuance costs and original issue discount related to the Series 2001 NHHEFA Hospital Revenue Bonds were included in loss on extinguishment of debt and totaled \$1,483 for the year ended September 30, 2013. As of September 30, 2013, none of the Series 2001 advance refunded bonds remained outstanding.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
(In thousands)

6. Long-Term Debt and Notes Payable (Continued)

In April 2013, \$32,421 of NHHEFA Revenue Bonds, Concord Hospital Issues, Series 2013B, were issued to advance refund the Series 2004 NHHEFA Hospital Revenue Bonds. As a result of the bond refinancing, the unamortized bond issuance costs and original issue premium related to the Series 2004 NHHEFA Hospital Revenue Bonds were included on loss on extinguishment of debt and totaled \$1,686 for the year ended September 30, 2013. As of September 30, 2013, \$31,800 of advance refunded bonds, which were considered extinguished for purposes of these consolidated financial statements, remained outstanding. These were redeemed in full during 2014.

In March 2011, \$49,795 of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011, were issued to assist in the funding of a significant facility improvement project and pay off the Series 1996 Revenue Bonds. The project included expansion and renovation of various Hospital departments, infrastructure upgrades, and acquisition of capital equipment. The project began during fiscal year 2011 and was completed in fiscal year 2012.

Substantially all the property and equipment relating to the aforementioned construction and renovation projects, as well as subsequent property and equipment additions thereto, and a mortgage lien on the facility, are pledged as collateral for the Series 2011 and 2013A and B Revenue Bonds. In addition, the gross receipts of the Hospital are pledged as collateral for the Series 2011 and 2013A and B Revenue Bonds. The most restrictive financial covenants require a 1.10 to 1.0 ratio of aggregate income available for debt service to total annual debt service and a day's cash on hand ratio of 75 days. The Hospital was in compliance with its debt covenants at September 30, 2014 and 2013.

The obligations of the Hospital under the Series 2013A and B and Series 2011 Revenue Bond Indentures are not guaranteed by any of the subsidiaries or affiliated entities.

Interest paid on long-term debt amounted to \$4,138 and \$4,892 for the years ended September 30, 2014 and 2013, respectively.

The aggregate principal payments on long-term debt for the next five fiscal years ending September 30 are as follows:

| | |
|------------|------------------|
| 2015 | \$ 8,131 |
| 2016 | 8,337 |
| 2017 | 8,570 |
| 2018 | 8,822 |
| 2019 | 9,061 |
| Thereafter | <u>65,043</u> |
| | <u>\$107,964</u> |

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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7. Commitments and Contingencies

Malpractice Loss Contingencies

Prior to February 1, 2011, the System was insured against malpractice loss contingencies under claims-made insurance policies. A claims-made policy provides specific coverage for claims made during the policy period. The System maintained excess professional and general liability insurance policies to cover claims in excess of liability retention levels. The System has established reserves to cover professional liability exposures for incurred but unpaid or unreported claims. The amounts of the reserves have been determined by actuarial consultants and total \$3,908 and \$4,692 at September 30, 2014 and 2013, respectively, and are reflected in the accompanying consolidated balance sheets within accrued pension and other long-term liabilities. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

Effective February 1, 2011, the System insures its medical malpractice risks through a multiprovider captive insurance company under a claims-made insurance policy. Premiums paid are based upon actuarially determined amounts to adequately fund for expected losses. At September 30, 2014, there were no known malpractice claims outstanding for the System which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which required loss accruals. The captive retains and funds up to actuarial expected loss amounts, and obtains reinsurance at various attachment points for individual and aggregate claims in excess of funding in accordance with industry practices. The System's interest in the captive represents approximately 28% of the captive. Control of the captive is equally shared by participating hospitals. The System has recorded its interest in the captive's equity, totaling approximately \$420 and \$1,335 at September 30, 2014 and 2013, respectively, in other noncurrent assets on the accompanying consolidated balance sheets. Changes in the System's interest are included in nonoperating income on the accompanying consolidated statements of operations.

In accordance with Accounting Standards Update No. 2010-24, "*Health Care Entities*" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at September 30, 2014 and 2013, the Hospital recorded a liability of approximately \$19,750 and \$12,900, respectively, related to estimated professional liability losses. At September 30, 2014 and 2013, the Hospital also recorded a receivable of \$19,750 and \$12,900, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other long-term liabilities, and bond issuance costs and other assets, respectively, on the consolidated balance sheets.

Workers' Compensation

The Hospital maintains workers' compensation insurance under a self-insurance plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the Hospital against excessive losses. The Hospital has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of \$2,526 and \$2,456 at September 30, 2014 and 2013, respectively, have been discounted at 3% (both years) and, in management's opinion, provide an adequate reserve for loss contingencies. A trustee held fund has been established as a reserve under the plan.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
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7. Commitments and Contingencies (Continued)

Litigation

The System is involved in litigation and regulatory investigations arising in the ordinary course of business. After consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on the System's financial position, results of operations or cash flows.

Health Insurance

The System has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The System recognizes revenue for services provided to employees of the System during the year. The System is insured above a stop-loss amount of \$440 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2014 and 2013, have been recorded as a liability of \$4,508 and \$5,034, respectively, and are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

Operating Leases

The System has various operating leases relative to its office and offsite locations. Future annual minimum lease payments under noncancellable lease agreements as of September 30, 2013 are as follows:

| | |
|---------------------------|-----------------|
| Year Ending September 30: | |
| 2015 | \$ 4,476 |
| 2016 | 4,356 |
| 2017 | 3,775 |
| 2018 | 3,339 |
| 2019 | 3,246 |
| Thereafter | <u>18,243</u> |
| | <u>\$37,435</u> |

Rent expense was \$8,156 and \$8,456 for the years ended September 30, 2014 and 2013, respectively.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
(In thousands)

8. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at September 30:

| | <u>2014</u> | <u>2013</u> |
|---|------------------|------------------|
| Health education and program services | \$ 13,604 | \$ 12,821 |
| Capital acquisitions | 1,195 | 1,053 |
| Indigent care | 188 | 181 |
| For periods after September 30 of each year | <u>102</u> | <u>72</u> |
| | <u>\$ 15,089</u> | <u>\$ 14,127</u> |

Income on the following permanently restricted net asset funds is available for the following purposes at September 30:

| | <u>2014</u> | <u>2013</u> |
|---|------------------|------------------|
| Health education and program services | \$ 17,088 | \$ 15,513 |
| Capital acquisitions | 803 | 803 |
| Indigent care | 1,810 | 1,810 |
| For periods after September 30 of each year | <u>142</u> | <u>114</u> |
| | <u>\$ 19,843</u> | <u>\$ 18,240</u> |

9. Patient Service and Other Revenue

Net patient service revenue for the years ended September 30 is as follows:

| | <u>2014</u> | <u>2013</u> |
|--|-------------------|-------------------|
| Gross patient service charges: | | |
| Inpatient services | \$ 400,259 | \$ 393,992 |
| Outpatient services | 515,503 | 469,048 |
| Physician services | 134,699 | 125,705 |
| Less charitable services | <u>(38,119)</u> | <u>(33,903)</u> |
| | 1,012,342 | 954,842 |
| Less contractual allowances and discounts: | | |
| Medicare | 348,110 | 313,177 |
| Medicaid | 69,545 | 68,347 |
| Other | <u>181,548</u> | <u>170,770</u> |
| | <u>599,203</u> | <u>552,294</u> |
| Total Hospital net patient service revenue (net of contractual allowances and discounts) | 413,139 | 402,548 |
| Other entities | <u>29,812</u> | <u>29,684</u> |
| | <u>\$ 442,951</u> | <u>\$ 432,232</u> |

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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9. Patient Service and Other Revenue (Continued)

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for doubtful accounts recognized in 2014 and 2013 from these major payor sources, is as follows for the Hospital. The provision for doubtful accounts for subsidiaries of the Hospital was not significant in 2014 and 2013.

| | Hospital | | | |
|--|---|---|--|--|
| | Gross Patient Service Revenues | Contractual Allowances and Discounts | Provision for Doubtful Accounts | Net Patient Service Revenues Less Provision for Doubtful Accounts |
| <u>2014</u> | | | | |
| Private payors (includes coinsurance and deductibles) | \$ 426,874 | \$(181,548) | \$ (9,337) | \$235,989 |
| Medicaid | 85,624 | (69,545) | (1,049) | 15,030 |
| Medicare | 467,071 | (348,110) | (1,869) | 117,092 |
| Self-pay | <u>32,773</u> | <u>—</u> | <u>(19,465)</u> | <u>13,308</u> |
| | <u>\$1,012,342</u> | <u>\$(599,203)</u> | <u>\$ (31,720)</u> | <u>\$381,419</u> |
| <u>2013</u> | | | | |
| Private payors (includes coinsurance and deductibles) | \$ 413,913 | \$(170,770) | \$ (9,270) | \$233,873 |
| Medicaid | 79,936 | (68,347) | — | 11,589 |
| Medicare | 429,908 | (313,177) | (1,948) | 114,783 |
| Self-pay | <u>31,085</u> | <u>—</u> | <u>(19,660)</u> | <u>11,425</u> |
| | <u>\$ 954,842</u> | <u>\$(552,294)</u> | <u>\$ (30,878)</u> | <u>\$371,670</u> |

Electronic Health Records Incentive Payments

The CMS Electronic Health Records (EHR) incentive programs provide a financial incentive for the "meaningful use" of certified EHR technology to achieve health and efficiency goals. To qualify for incentive payments, eligible organizations must successfully demonstrate meaningful use of certified EHR technology through various stages defined by CMS. Revenue totaling \$2,196 and \$3,719 associated with these meaningful use attestations was recorded as other revenue for the years ended September 30, 2014 and 2013, respectively. In addition, a receivable amount of \$674 and \$1,616 was recorded within prepaid expenses and other current assets at September 30, 2014 and 2013, respectively.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
(In thousands)

10. Functional Expenses

The System provides general health care services to residents within its geographic location. Expenses related to providing these services are as follows for the years ended September 30:

| | <u>2014</u> | <u>2013</u> |
|-------------------------------|------------------|------------------|
| Health care services | \$313,042 | \$306,213 |
| General and administrative | 62,305 | 59,447 |
| Depreciation and amortization | 25,397 | 25,047 |
| Medicaid enhancement tax | 16,437 | 16,541 |
| Interest expense | <u>4,057</u> | <u>4,720</u> |
| | <u>\$421,238</u> | <u>\$411,968</u> |

Fundraising related expenses were \$751 and \$690 for the years ended September 30, 2014 and 2013, respectively.

11. Charity Care and Community Benefits (Unaudited)

The Hospital maintains records to identify and monitor the level of charity care it provides. The Hospital provides traditional charity care, as well as other forms of community benefits. The cost of all such benefits provided is as follows for the years ended September 30:

| | <u>2014</u> | <u>2013</u> |
|---------------------------------|------------------|------------------|
| Community health services | \$ 2,721 | \$ 2,627 |
| Health professions education | 3,814 | 4,141 |
| Subsidized health services | 27,911 | 23,938 |
| Research | 89 | 89 |
| Financial contributions | 948 | 1,061 |
| Community building activities | 53 | 45 |
| Community benefit operations | 96 | 49 |
| Charity care costs (see Note 1) | <u>16,666</u> | <u>13,304</u> |
| | <u>\$ 52,298</u> | <u>\$ 45,254</u> |

In addition, the Hospital incurred costs for services to Medicare and Medicaid patients in excess of the payment from these programs of \$70,152 and \$51,171 in 2014 and 2013, respectively.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
(In thousands)

12. Concentration of Credit Risk

The Hospital grants credit without collateral to its patients, most of whom are local residents of southern New Hampshire and are insured under third-party payor agreements. The mix of gross receivables from patients and third-party payors as of September 30 is as follows:

| | <u>2014</u> | <u>2013</u> |
|-----------------------|-------------|-------------|
| Patients | 14% | 18% |
| Medicare | 35 | 37 |
| Anthem Blue Cross | 14 | 12 |
| Cigna | 6 | 5 |
| Medicaid | 11 | 10 |
| Commercial | 19 | 17 |
| Workers' compensation | <u>1</u> | <u>1</u> |
| | <u>100%</u> | <u>100%</u> |

13. Volunteer Services (Unaudited)

Total volunteer service hours received by the Hospital were approximately 37,300 in 2014 and 36,500 in 2013. The volunteers provide various nonspecialized services to the Hospital, none of which has been recognized as revenue or expense in the accompanying consolidated statements of operations.

14. Fair Value Measurements

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the System uses various methods including market, income and cost approaches. Based on these approaches, the System often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The System utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the System is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013

(In thousands)

14. Fair Value Measurements (Continued)

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3.

The following presents the balances of assets measured at fair value on a recurring basis at September 30:

| | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Total</u> |
|--|------------------|-----------------|------------------|------------------|
| <u>2014</u> | | | | |
| Cash and cash equivalents | \$ 32,352 | \$ – | \$ – | \$ 32,352 |
| Fixed income securities | 46,014 | – | – | 46,014 |
| Marketable equity and other securities | 55,964 | 51,867 | 111,693 | 219,524 |
| Inflation-protected securities and other | 14,159 | 10,880 | – | 25,039 |
| Trust funds administered by others | <u>–</u> | <u>–</u> | <u>11,070</u> | <u>11,070</u> |
| | <u>\$148,489</u> | <u>\$62,747</u> | <u>\$122,763</u> | <u>\$333,999</u> |
| <u>2013</u> | | | | |
| Cash and cash equivalents | \$ 42,702 | \$ – | \$ – | \$ 42,702 |
| Fixed income securities | 44,725 | – | – | 44,725 |
| Marketable equity and other securities | 69,597 | 43,321 | 80,648 | 193,566 |
| Inflation-protected securities and other | 11,898 | 4,941 | – | 16,839 |
| Trust funds administered by others | <u>–</u> | <u>–</u> | <u>10,678</u> | <u>10,678</u> |
| | <u>\$168,922</u> | <u>\$48,262</u> | <u>\$ 91,326</u> | <u>\$308,510</u> |

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013
(In thousands)

14. Fair Value Measurements (Continued)

The System's Level 3 investments consist of so called alternative investments and trust funds administered by others. The alternative investments consist primarily of interests in limited partnership funds that are not publicly traded. The fair value measurement is based on significant unobservable inputs.

Investments, in general, are exposed to various risks, such as interest rate, credit and overall market volatility. As such, it is reasonably possible that changes in the fair value of investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying consolidated balance sheets and statements of operations.

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows for 2014 and 2013:

| | <u>Trust Funds Administered by Others</u> | <u>Alternative Investments</u> |
|-----------------------------------|---|------------------------------------|
| Balance at September 30, 2012 | \$ 10,212 | \$ 69,967 |
| Purchases | — | 10,900 |
| Sales | — | (13,167) |
| Net realized and unrealized gains | <u>466</u> | <u>12,948</u> |
| Balance at September 30, 2013 | 10,678 | 80,648 |
| Purchases | — | 27,468 |
| Sales | — | (467) |
| Net realized and unrealized gains | <u>392</u> | <u>4,044</u> |
| Balance at September 30, 2014 | <u>\$ 11,070</u> | <u>\$ 111,693</u> |

In accordance with ASU 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent)*, the table below sets forth additional disclosures for investment funds (other than mutual funds) valued based on net asset value to further understand the nature and risk of the investments by category:

| | <u>Fair Value</u> | <u>Unfunded Commit- ments</u> | <u>Redemption Frequency</u> | <u>Redemption Notice Period</u> |
|---------------------|-----------------------|---------------------------------------|---------------------------------|---|
| September 30, 2014: | | | | |
| Funds-of-funds | \$ 61,418 | \$ — | Monthly | 5 – 15 days |
| Funds-of-funds | 50,275 | — | Quarterly | 45 – 90 days* |
| September 30, 2013: | | | | |
| Funds-of-funds | \$ 42,265 | \$ — | Monthly | 5 – 15 days |
| Funds-of-funds | 38,383 | — | Quarterly | 45 – 65 days |

* \$9 million subject to a one year lock-up period.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013

(In thousands)

14. Fair Value Measurements (Continued)

Investment Strategies

Fixed Income Securities

The primary purpose of fixed income investments is to provide a highly predictable and dependable source of income, preserve capital, and reduce the volatility of the total portfolio and hedge against the risk of deflation or protracted economic contraction.

Marketable Equity and Other Securities

The primary purpose of marketable equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total marketable equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics including style and capitalization. The System may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

The System invests in other securities that are considered alternative investments that consist of limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the System values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. These investments are classified as Level 2 or 3, depending on the nature of the underlying assets and valuation methodologies used as reported by the fund managers.

System management is responsible for the fair value measurements of investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the balance sheet dates are reasonable.

Inflation-Protected Securities

The primary purpose of inflation-protected securities is to provide protection against the negative effects of inflation.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013

(In thousands)

14. Fair Value Measurements (Continued)

Fair Value of Other Financial Instruments

Other financial instruments consist of accounts and pledges receivable, accounts payable and accrued expenses, estimated third-party payor settlements, and long-term debt and notes payable. The fair value of all financial instruments other than long-term debt and notes payable approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. The fair value of the System's long-term debt and notes payable is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements. The carrying value and fair value of the System's long-term debt and notes payable amounted to \$111,626 and \$132,106, respectively, at September 30, 2014, and \$119,712 and \$129,976, respectively, at September 30, 2013.

BAKER | NEWMAN | NOYES

Chartered Financial Accountants

INDEPENDENT AUDITORS' REPORT ON ADDITIONAL INFORMATION

The Board of Trustees
Concord Hospital, Inc.

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

Manchester, New Hampshire
December 8, 2014

Baker Newman & Noyes

Limited Liability Company

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATING BALANCE SHEET
(With Consolidated Totals for September 30, 2013)

September 30, 2014

ASSETS
(In thousands)

| | 2014 | | | | | | 2013 |
|---|------------------------------------|---|--|--|--------------|--------------|--------------|
| | Concord Hospital (Obligated Group) | Capital Region Health Development Corporation | Capital Region Health Ventures Corporation | Concord Hospital/Dartmouth Hitchcock-Concord | Eliminations | Consolidated | Consolidated |
| | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Current assets: | | | | | | | |
| Cash and cash equivalents | 12,951 | - | 1 | 1 | - | 12,953 | 24,006 |
| Investments | 12,390 | - | - | - | - | 12,390 | 2,384 |
| Accounts receivable, net | 44,856 | 20 | 123 | 1,897 | - | 46,896 | 46,061 |
| Due from affiliates | 438 | 1,658 | - | - | (1,658) | 438 | 584 |
| Supplies | 1,390 | - | 53 | - | - | 1,443 | 1,153 |
| Prepaid expenses and other current assets | 5,645 | 179 | 27 | 76 | - | 5,927 | 5,983 |
| Total current assets | 77,670 | 1,857 | 204 | 1,974 | (1,658) | 80,047 | 80,171 |
| Assets whose use is limited or restricted: | | | | | | | |
| Board designated | 263,225 | - | - | - | - | 263,225 | 230,143 |
| Funds held by trustee: | | | | | | | |
| Workers' compensation reserves and self-insurance escrows | 10,499 | - | - | - | - | 10,499 | 9,212 |
| Construction fund | - | - | - | - | - | - | 10,398 |
| Donor-restricted | 34,932 | - | - | - | - | 34,932 | 32,367 |
| Total assets whose use is limited or restricted | 308,656 | - | - | - | - | 308,656 | 282,120 |
| Other noncurrent assets: | | | | | | | |
| Due from affiliates, net of current portion | 17,253 | - | 1,497 | - | (16,322) | 2,428 | 2,779 |
| Bond issuance costs and other assets | 22,748 | - | 1,865 | - | - | 24,613 | 18,651 |
| Total other noncurrent assets | 40,001 | - | 3,362 | - | (16,322) | 27,041 | 21,430 |
| Property and equipment: | | | | | | | |
| Land and land improvements | 5,100 | 270 | - | - | - | 5,370 | 5,394 |
| Buildings | 139,004 | 36,659 | 26 | - | - | 175,689 | 166,951 |
| Equipment | 212,181 | 1,875 | 227 | 639 | - | 214,922 | 205,283 |
| Construction in progress | 10,289 | 125 | - | - | - | 10,414 | 9,286 |
| | 366,574 | 38,929 | 253 | 639 | - | 406,395 | 386,914 |
| Less accumulated depreciation | (231,134) | (23,421) | (207) | (619) | - | (255,381) | (230,767) |
| Net property and equipment | 135,440 | 15,508 | 46 | 20 | - | 151,014 | 156,147 |
| | \$ 561,767 | \$ 17,365 | \$ 3,612 | \$ 1,994 | \$ (17,980) | \$ 566,758 | \$ 539,868 |

LIABILITIES AND NET ASSETS
(In thousands)

| | 2014 | | | | | | | 2013 Consol- idated |
|---|---|---|--|--|--------------------|-------------------|---------------------------|---------------------------|
| | Concord Hospital (Obligated Group) | Capital Region Health Development Corporation | Capital Region Health Ventures Corporation | Concord Hospital/ Dartmouth Hitchcock- Concord | Elimi- nations | Consol- idated | 2013 Consol- idated | |
| Current liabilities: | | | | | | | | |
| Short-term notes payable | \$ - | \$ - | \$ - | \$ 1,912 | \$ - | \$ 1,912 | \$ 1,027 | |
| Accounts payable and accrued expenses | 20,354 | 86 | 8 | - | - | 20,448 | 21,822 | |
| Accrued compensation and related expenses | 25,829 | - | - | - | - | 25,829 | 23,293 | |
| Due to affiliates | 1,658 | - | - | - | (1,658) | - | - | |
| Accrual for estimated third-party payor settlements | 15,033 | - | - | - | - | 15,033 | 14,599 | |
| Current portion of long-term debt | 8,131 | - | - | - | - | 8,131 | 7,931 | |
| Total current liabilities | <u>71,005</u> | <u>86</u> | <u>8</u> | <u>1,912</u> | <u>(1,658)</u> | <u>71,353</u> | <u>68,672</u> | |
| Long-term debt, net of current portion | 103,495 | 16,322 | - | - | (16,322) | 103,495 | 111,781 | |
| Accrued pension and other long-term liabilities | 78,191 | - | - | - | - | 78,191 | 64,102 | |
| Total liabilities | <u>252,691</u> | <u>16,408</u> | <u>8</u> | <u>1,912</u> | <u>(17,980)</u> | <u>253,039</u> | <u>244,555</u> | |
| Net assets: | | | | | | | | |
| Unrestricted | 274,144 | 957 | 3,604 | 82 | - | 278,787 | 262,946 | |
| Temporarily restricted | 15,089 | - | - | - | - | 15,089 | 14,127 | |
| Permanently restricted | 19,843 | - | - | - | - | 19,843 | 18,240 | |
| Total net assets | <u>309,076</u> | <u>957</u> | <u>3,604</u> | <u>82</u> | <u>-</u> | <u>313,719</u> | <u>295,313</u> | |
| | <u>\$ 561,767</u> | <u>\$ 17,365</u> | <u>\$ 3,612</u> | <u>\$ 1,994</u> | <u>\$ (17,980)</u> | <u>\$ 566,758</u> | <u>\$ 539,868</u> | |

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF OPERATIONS
(With Consolidated Totals for September 30, 2013)

Year Ended September 30, 2014

(In thousands)

| | 2014 | | | | | 2013 Consol- idated |
|---|---|--|--|--|-------------------|---------------------------|
| | Concord Hospital (Obligated Group) | Capital Region Health Care Development Corporation | Capital Region Health Ventures Corporation | Concord Hospital/ Dartmouth Hitchcock- Concord | Elimi- nations | |
| Unrestricted revenue and other support: | | | | | | |
| Net patient service revenue (net of contractual allowances and discounts) | \$ 413,139 | \$ — | \$ 872 | \$ 28,940 | \$ — | \$ 432,232 |
| Provision for doubtful accounts | (31,720) | — | (4) | (752) | — | (31,493) |
| Net patient service revenue less provision for doubtful accounts | 381,419 | — | 868 | 28,188 | — | 400,739 |
| Other revenue | 16,392 | 5,172 | 6,612 | 5 | (4,794) | 24,140 |
| Disproportionate share revenue | 5,099 | — | — | — | — | 5,099 |
| Net assets released from restrictions for operations | 1,354 | — | — | — | — | 1,354 |
| Total unrestricted revenue and other support | 404,264 | 5,172 | 7,480 | 28,193 | (4,794) | 440,315 |
| Expenses: | | | | | | |
| Salaries and wages | 185,386 | 313 | 752 | 6 | — | 186,457 |
| Employee benefits | 48,064 | 88 | 192 | 2 | — | 48,346 |
| Supplies and other | 75,277 | 1,499 | 540 | 2,220 | (3,330) | 76,347 |
| Purchased services | 30,751 | 203 | 99 | 31,085 | (470) | 61,668 |
| Professional fees | 2,551 | — | 119 | — | — | 2,670 |
| Depreciation and amortization | 23,772 | 1,592 | 23 | 10 | — | 25,397 |
| Medicaid enhancement tax | 16,437 | — | — | — | — | 16,437 |
| Interest expense | 3,984 | 994 | — | 73 | (994) | 4,057 |
| Total expenses | 386,222 | 4,689 | 1,725 | 33,396 | (4,794) | 421,238 |
| Income (loss) from operations | 18,042 | 483 | 5,755 | (5,203) | — | 14,797 |
| Nonoperating income (loss): | | | | | | |
| Unrestricted gifts and bequests | 218 | — | — | — | — | 218 |
| Investment income and other | 9,923 | — | — | — | — | 9,923 |
| Loss on extinguishment of debt | — | — | — | — | — | (3,169) |
| Total nonoperating income (loss) | 10,141 | — | — | — | — | 10,141 |
| Excess (deficiency) of revenues and gains over expenses | \$ 28,183 | \$ 483 | \$ 5,755 | \$ (5,203) | \$ — | \$ 29,218 |
| | | | | | | \$ 11,879 |

CONCORD HOSPITAL
BOARD OF TRUSTEES
2015

Valerie Acres, Esq.
D. Thomas Akey, MD
Diane E. Wood Allen, RN (ex-officio, CH Chief Nursing Officer)
Sol Asmar
Mary Boucher, **Secretary**
Philip Boulter, MD, **Chair**
Frederick Briccetti, MD
William Chapman, Esq.
Michelle Chicoine
Douglas Ewing, MD (ex-officio, CH Medical Staff President)
Christian Hallowell, MD
David Ruedig, **Vice Chair**
Muriel Schadee, CPA
Robert Segal
Robert Steigmeyer, **President/CEO** (ex-officio)
David Stevenson, MD
Jeffrey Towle
Claudia Walker

Treasurer (not Member of the Board):
Bruce Burns

RESUME

ROBERT P. STEIGMEYER

Career History:

| | | |
|------------------|---|--|
| 1/2014 – Present | Capital Region Health Care and Concord Hospital Concord, NH | President and CEO |
| 2012 – 12/2013 | Geisinger Community Medical Center Scranton, PA | CEO |
| 2010 – 2012 | Community Medical Center Healthcare System Scranton, PA | President and CEO |
| 2005 – 2010 | Northwest Hospital & Medical Center Seattle, WA | Senior Vice President- Operations & Finance |
| 1993 – 2005 | ECG Management Consultants Seattle, WA | Principal/Shareholder Senior Manager Manager |
| 1989 – 1993 | Ernst & Young St. Louis, MO | Manager Senior Consultant Consultant |

Educational Background:

| | |
|------|--|
| 1989 | Master of Health Administration Master of Business Administration St. Louis University |
| 1985 | Bachelor of Arts Wabash College |

P. TRAVIS HARKER, MD, MPH

Education & Training

NH Dartmouth Family Practice Residency & Dartmouth Leadership and Preventive Medicine Residency, Concord Hospital, Concord, New Hampshire

June 2002—December 2006

- Paul W. Ambrose Fellow in Leadership and Preventive Medicine

Dartmouth College of Medicine Center for the Evaluative Clinical Sciences, Hanover, New Hampshire

MPH conferred June 2006

September 2002—June 2006

The Ohio State University College of Medicine and Public Health, Columbus, Ohio

MD conferred June 2001

September 1996—June 2001

The Ohio State University College of Arts and Sciences, Columbus, Ohio

B.S. conferred June 1996. Major: Biology, Minor: Spanish

September 1992—June 1996

Positions & Employment

Medical Director, Concord Hospital Family Health Center, Concord and Hillsborough Deering Concord Hospital, Concord, NH

2012 - Present

Clinical Leader, Concord Hospital Family Health Center, Concord

Concord Hospital, Concord, NH

2006-2012

Faculty, NH Dartmouth Family Medicine Residency, Leadership Preventive Medicine Concord Hospital, Concord, NH

December 2006—Present

- Chair, Quality Improvement Committee
- Clinical leader
- Faculty Supervisor of Medical Students

Assistant Professor of Community and Family Medicine, Dartmouth Medical School, Hanover New Hampshire

December 2006—Present

Research Fellow, Office of Disease Prevention and Health Promotion, Department of Health and Human Services, Washington D.C.

Resume

Susan Hemingway MA, LCMHC

Licensed Clinical Mental Health Counselor

EDUCATION

May 1998 MA Counseling Psychology
Notre Dame College Manchester, NH

EXPERIENCE

January 2000-Present **Community Health Educator/School Based Clinic Coordinator/
Psychotherapist**

Concord Hospital Family Health Center, Concord, NH

- Mental Health Provider in integrated primary care practice
- Supervisor of Master's level counseling interns
- Provides outreach and education to teens, staff in schools and youth serving organizations about family planning and pregnancy prevention, and other wellness and prevention topics. Also provides these services to adults
- Coordinates a School Based Health Clinic where students are seen by family medicine residents during Pediatric rotation
- Advises, guides and evaluates medical residents in their interactions with youth
- Coordinates Community Medicine rotation for first year family medicine resident.
- Member of Plan of Care Committee and Centering Pregnancy QI work groups
- Serves on Community Coalitions whose missions include prevention of risk behaviors and promotion of wellness
- Teaches Community Teams and Health Care Systems' workshop for second year family medicine residents
- Member of Family Health Center Teen Care Clinic

1998- 2000 **Community Health Educator**
Concord Hospital Family Health Center
Concord, NH

- Provided outreach and education to teens in schools and youth serving organizations and adults about Family Planning, including abstinence, STD/HIV prevention
- STD/HIV Counselor at walk in clinic
- Mental Health Provider for teens and parents, young adults
- Trained and Supervised Teen Peer Health Educators.

Subject: Family Planning

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|---|--------------------------------------|
| 1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services | | 1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504 | |
| 1.3 Contractor Name Concord Hospital, Inc. | | 1.4 Contractor Address 250 Pleasant Street Concord, NH 03301 | |
| 1.5 Contractor Phone Number 603-227-7000 Ext. 4711 | 1.6 Account Number 05-95-90-902010-5530-102-500734 05-95-45-450010-6146-502-500891 | 1.7 Completion Date June 30, 2015 | 1.8 Price Limitation \$253,155.74 |
| 1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief | | 1.10 State Agency Telephone Number 603-271-4501 | |
| 1.11 Contractor Signature <i>Michael B. Green</i> | | 1.12 Name and Title of Contractor Signatory <i>Michael B. Green</i> President + CEO | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>5/14/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Christina Decato</i> | |  | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <i>Christina Decato, Notary</i> | | | |
| 1.14 State Agency Signature <i>Lisa L. Bujno</i> | | 1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Jeanne P. Herin</i> , Attorney | | On: <i>27 Mar 2013</i> | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

2013 5/16/13

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.


5/6/17

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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


5/6/13

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

Family Planning Services

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

CONTRACTOR NAME: Concord Hospital, Inc.

ADDRESS: 250 Pleasant Street
Concord, NH 03301

Family Health Center Director: Marie Wawrzyniak
TELEPHONE: 603-227-7000 ext. 4711

The Contractor shall:

I. General Provisions

A) Eligibility and Income Determination

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

1. The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.
2. The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.
3. Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.
4. Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.
5. The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

B) Numbers Served

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

C) Culturally and Linguistically Appropriate Standards of Care

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

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

D) State and Federal Laws

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

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301 as most currently amended (1/05).
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offences.
3. Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

E) Relevant Policies and Guidelines

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

1. The (Federal) Office of Population Affairs, Office of Family Planning, *Program Guidelines for Project Grants for Family Planning Services*, dated January 2001, and subsequent amendments, program instructions and clarifications.
2. National program priorities established by the Office of Population Affairs.
3. The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.
4. The Contractor must submit to MCHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.
5. The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

F) Publications Funded Under Contract (Standard Language)

1. The DPHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DPHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.
3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

G) Subcontractors

1. If any service required by this exhibit is provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract.
2. In addition, the original DPHS Contractor will remain liable for all requirements included in this exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A. Service Requirements

1. Clinical Services

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

2. HIV Counseling and Testing

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

3. Health Education Materials

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

4. Sterilization Services

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

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

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

6. Research

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

7. School-based Education Programs

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

B) Staffing Provisions

1. Staff Training and Qualifications

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

2. Medical Director Participation

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

3. Community Education & Partnership Development

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

4. Staffing Changes

New Hires

The Contractor shall notify the Maternal and Child Health Section (MCHS) in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee shall accompany this notification.

Vacancies

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

C) Coordination of Services

1. The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.
2. As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.
3. As part of the Family Planning Workplan process, each Contractor will make plan explicitly identifying community services providers who will be contacted for face-to-face meetings intended to build partnerships, increase coordination and referrals with other providers.

D) Meetings and Trainings

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

III. Quality or Performance Improvement (QI/PI)

A) Workplans

1. Performance Workplans must be submitted and are used to monitor achievement of standard measures of performance of the services provided under this contract. Said workplan is incorporated herein by reference.
2. Performance Workplans and Workplan Outcome Reports will be completed according to the schedule and instructions provided by MCHS. The workplans are a key component of the DPHS and MCHS performance based contracting system and of this contract.
3. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS in to the agency's QI/PI plan. Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets. If the Contractor's performance is above the defined target, no additional information will need to be provided. It will be the understanding that activity and evaluation efforts were effective in reaching the desired outcome. If the Contractor's performance is below the defined target, an explanation must be provided of why and what action steps (corrective action plan) will be taken to improve performance.
4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the Contractor with reasonable notice of such changes.

B) Data and reporting requirements

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

1. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff list forms must be completed according to the relevant instructions and submitted as requested by DPHS.
2. The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
3. Completed UDS tables reflecting program performance in the previous calendar as requested by DPHS.
4. A copy of the Contractor's updated Sliding Fee Scale including the amount(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.
5. An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.
6. Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.
7. By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report.

8. As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.
9. Comply with all Family Planning Program and STD/HIV Prevention Bureau requirements for reporting chlamydia testing.

C) On-site reviews

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

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Family Planning Services

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

CONTRACTOR NAME: Concord Hospital, Inc.

ADDRESS: 250 Pleasant Street
Concord, NH 03301

Family Health Center Director: Marie Wawrzyniak
TELEPHONE: 603-227-7000 ext. 4711

Vendor #177653-B011

Job #90080203
#45130203

Appropriation #05-95-90-902010-5530-102-500734
#05-95-45-450010-6146-502-500891

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

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

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

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

TOTAL: \$253,155.74

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

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

The remainder of this page is intentionally left blank.

Contractor Initials: 

Date: 5/6/13

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Renewal:**

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

The remainder of this page is intentionally left blank.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

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

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

Michael B Green 6 May 2015
 Contractor Representative Signature Date

(Handwritten initials)
 5/26/15

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

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

Michael J. Green
Contractor Signature

President + CEO
Contractor's Representative Title

Concord Hospital, Inc.
Contractor Name

6 May 2013
Date

MSD
5/16/13

NH Department of Health and Human Services

Standard Exhibit F

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

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

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this 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 rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

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

PRIMARY COVERED TRANSACTIONS

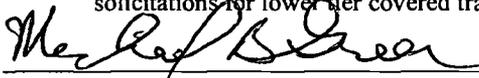
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

| | |
|---|--|
|  _____ Contractor Signature | President + CEO _____ Contractor's Representative Title |
| Concord Hospital, Inc. _____ Contractor Name | 6 May 2013 _____ Date |


 576615

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Michael D Green President + CEO
Contractor Signature Contractor's Representative Title

Concord Hospital, Inc. 6 May 2013
Contractor Name Date

MS
5/16/13

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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



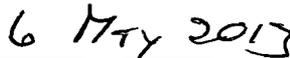
Contractor Signature



Contractor's Representative Title

Concord Hospital, Inc.

Contractor Name



Date



NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

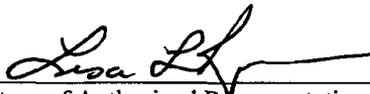
(6) **Miscellaneous**

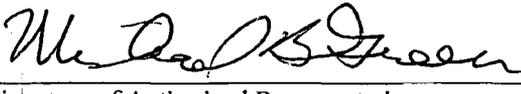
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section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

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

DIVISION OF PUBLIC HEALTH SERVICES
The State Agency Name

Concord Hospital, Inc.
Name of Contractor


Signature of Authorized Representative


Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN
Name of Authorized Representative

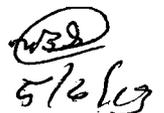
Michael B. Green
Name of Authorized Representative

BUREAU CHIEF
Title of Authorized Representative

President + CEO
Title of Authorized Representative

5-30-2013
Date

6 May 2013
Date


WB
5/2/13

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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

Michael B. Green
(Contractor Representative Signature)

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

Concord Hospital, Inc.
(Contractor Name)

5/26/13
(Date)

MSD
5/26/13

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is:

073977399

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

NO

YES

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

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

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

NO

YES

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

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

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

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Concord Hospital Family Health Center

Name of Bureau/Section: Community Health Services/Maternal & Child Health/Family Planning Services TANF

| BUDGET PERIOD: SFY 16 (7/1/15 - 6/30/16) | | | |
|---|--|--|---|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Robert P. Steigmeyer, Presidnet and CEO | \$580,000 | 0.00% | \$0.00 |
| P. Travis Harker, MD, Family Health Center Medical Director | \$176,500 | 0.00% | \$0.00 |
| Martha Seery, Director, Family Health Center Administrative Director | \$110,822 | 0.00% | \$0.00 |
| Susan Hemingway, MA, LCMHC | \$61,904 | 53.36% | \$33,032.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$33,032.00 |

| BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17) | | | |
|---|--|--|---|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Robert P. Steigmeyer, Presidnet and CEO | \$580,000 | 0.00% | \$0.00 |
| P. Travis Harker, MD, Family Health Center Medical Director | \$176,500 | 0.00% | \$0.00 |
| Martha Seery, Director, Family Health Center Administrative Director | \$113,593 | 0.00% | \$0.00 |
| Susan Hemingway, MA, LCMHC | \$63,761 | 51.80% | \$33,032.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$33,032.00 |

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



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to Family Planning Services Contract**

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment 1") dated this 9th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Coos County Family Health Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 54 Willow Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item #94), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

1. Amend Form P-37, Subject to read Family Planning Services
2. Amend Form P-37, Block 1.7 to read June 30, 2017
3. Amend Form P-37, Block 1.8 to read \$290,602.47
4. Amend Form P-37, Block 1.9 to read Eric Borrin
5. Amend Form P-37, Block 1.10 to read 603-271-9558
6. Amend Exhibit A, Scope of Services, Contract Period to read: "July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2017."
7. Amend Exhibit B, Purchase of Services, by:
 - 7.1. Changing Contract Period to read, "July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2017"
 - 7.2. Changing Job #45130203 to read Job #45030203
 - 7.3. Deleting paragraph 1 in its entirety and replacing it with new paragraph 1 and sub-paragraphs (a) and (b):
 1. The total amount of all payments made to the Contractor for the cost and expenses incurred in the performance of services during the period of July 1, 2015 through June 30, 2017 shall not exceed:



(a) \$78,635.59 in SFY 2016 and \$78,635.59 in SFY 2017 for a total amount of \$157,271.18.

(b) Funding is available as follows:

- \$81,120.10 – 61.2% Federal Funds from the Office of Population Affairs, Family Planning Services, Title X of the Public Health Services Act, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016063
- \$51,429.08 – 38.8% from General Funds
- \$24,722.00 – 100% Federal Funds from the Administration for Children and Families, Temporary Assistance for Needy Families, Title IV of the Social Security Act, (CFDA #93.558, FAIN 1502NHTANF).

7.4. Deleting paragraph 2 and replacing it with new paragraph 2:

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit B-1, Budget. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

7.5. Deleting paragraph 6 and replacing it with new paragraph 6:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

8. Add Exhibit B-1

9. Delete Exhibit C and replace with Exhibit C Amendment #1

10. Add Exhibit C-1

11. Delete Exhibit G and replace with Exhibit G Amendment #1

12. Delete Exhibit I and replace with Exhibit I Amendment #1

New Hampshire Department of Health and Human Services
Family Planning Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/2/15
Date

[Signature]
Brook Dupee
Bureau Chief

Coos County Family Health Services, Inc.

4/13/15
Date

[Signature]
NAME
TITLE

Acknowledgement:
State of NH, County of Coos on 4/13/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace

LINDA BLANCHETTE, Notary Public
My Commission Expires September 18, 2018

New Hampshire Department of Health and Human Services
Family Planning Services



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

OFFICE OF THE ATTORNEY GENERAL

6/8/15
Date

[Signature]
Name: Megan A. Yapu
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: [Signature]
Date: 4/3/15

**Exhibit B-1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Coos County Family Health Services, Inc.

Budget Request for: Family Planning

Budget Period: 7/1/15 - 6/30/16

| | | | |
|---|---------------------|-------------|---------------------|
| 1. Total Salary/Wages | \$ 50,208.00 | \$ - | \$ 50,208.00 |
| 2. Employee Benefits | \$ 16,066.59 | \$ - | \$ 16,066.59 |
| 3. Consultants | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - |
| 6. Travel | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - |
| Telephone | \$ - | \$ - | \$ - |
| Postage | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| TOTAL | \$ 66,274.59 | \$ - | \$ 66,274.59 |

Indirect As A Percent of Direct

0.0%

NH DHHS
Exhibit B-1 Budget

Contractor Initials: KG

Date: 4/3/15



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;

Kg
4/13/15



- 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.

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

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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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

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- 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.

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Exhibit C-1

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. Renewal:

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



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

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

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

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

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

Exhibit G- Amendment #1

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

Contractor Initials

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Date 4/15/15

New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Contractor Name:

4/13/15
Date

K. J. Gortal, CEO
Name:
Title:

Exhibit G- Amendment #1

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

Contractor Initials

Kg

Date 4/13/15



Exhibit I - Amendment #1

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 Amendment #1

- 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 Amendment #1

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I Amendment #1

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 Amendment #1

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 Amendment #1

- 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.

| | |
|--|--|
| <u>NH D H H S</u> | <u>Cocos County Family Health Services</u> |
| The State | Name of the Contractor |
| <u>[Signature]</u> | <u>[Signature]</u> |
| Signature of Authorized Representative | Signature of Authorized Representative |
| <u>Byron Dupre</u> | <u>Kristal E. Corio</u> |
| Name of Authorized Representative | Name of Authorized Representative |
| <u>Bureau Chief</u> | <u>Chief Executive Officer</u> |
| Title of Authorized Representative | Title of Authorized Representative |
| <u>6/2/15</u> | <u>4/13/15</u> |
| Date | Date |



State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April, A.D. 2015

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Robert Pelchat, do hereby certify that:

1. I am a duly elected Officer of Coos County Family Health Services
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on February 19, 2015:

RESOLVED: That the President, Vice-President, Treasure or Chief Executive Officer is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 13th day of April, 2015.

4. Kenneth E. Gordon is the duly elected Chief Executive Officer of the Agency.



(Signature of Robert Pelchat, Board President)

STATE OF New Hampshire

County of Coos

The forgoing instrument was acknowledged before me this 13th day of April, 2015.

By Robert Pelchat



(Notary Public/Justice of the Peace)

(NOTARY SEAL.)

LINDA BLANCHETTE, Notary Public
My Commission Expires September 18, 2018

Commission Expires: _____

STATE CONTRACT RESOLUTIONS:

RESOLVED: That this corporation enters into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services, and/or Division of Community-Based Care Services.

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



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Berlin, NH 03570-1800
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Fax: 1-603-752-3727

MISSION OF COÖS COUNTY FAMILY HEALTH SERVICES

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

(Mission/Vision Statement)
Board Approved 1/15/15

COOS COUNTY FAMILY HEALTH SERVICES, INC.
AUDITED FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013

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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 Auditors' Report on Financial Statements

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

We have audited the accompanying financial statements of Coos County Family Health Services, Inc. which comprise the balance sheets as of June 30, 2014 and 2013, the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Coos County Family Health Services, Inc. as of June 30, 2014 and 2013, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 11, 2014, 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. Duff".

Concord, New Hampshire
December 11, 2014

COOS COUNTY FAMILY HEALTH SERVICES, INC.

BALANCE SHEETS

JUNE 30, 2014 AND 2013

ASSETS

| | <u>2014</u> | <u>2013</u> |
|---|---------------------|---------------------|
| Current Assets: | | |
| Cash and cash equivalents | \$ 371,527 | \$ 310,353 |
| Patient accounts receivable, net of allowances of for uncollectible accounts of \$218,000 and \$195,000 at June 30, 2014 and 2013, respectively | 978,555 | 435,123 |
| Grants receivable | 143,394 | 242,150 |
| Due from third party payers | 40,105 | 31,737 |
| Prepaid expenses | 91,036 | 102,267 |
| Total Current Assets | <u>1,624,617</u> | <u>1,121,630</u> |
| Assets Limited As To Use | 651,351 | 625,069 |
| Beneficial Interest In Perpetual Trust Held By Others | 19,973 | 18,274 |
| Property And Equipment, Net | <u>2,619,138</u> | <u>2,100,494</u> |
| TOTAL ASSETS | <u>\$ 4,915,079</u> | <u>\$ 3,865,467</u> |

LIABILITIES AND NET ASSETS

| | | |
|---|---------------------|---------------------|
| Current Liabilities: | | |
| Accounts payable and accrued expenses | \$ 257,195 | \$ 83,220 |
| Accrued payroll and related expenses | 700,765 | 680,503 |
| Due to third party payers | - | 21,057 |
| Deferred revenue | 26,724 | 60,282 |
| Current maturities of long-term debt | 59,139 | 79,892 |
| Total Current Liabilities | <u>1,043,823</u> | <u>924,954</u> |
| Long-term Debt, Less Current Maturities | <u>715,850</u> | <u>902,002</u> |
| Total Liabilities | <u>1,759,673</u> | <u>1,826,956</u> |
| Net Assets: | | |
| Unrestricted | 2,392,640 | 1,153,541 |
| Temporarily restricted | 740,809 | 864,280 |
| Permanently restricted | 21,957 | 20,690 |
| Total Net Assets | <u>3,155,406</u> | <u>2,038,511</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 4,915,079</u> | <u>\$ 3,865,467</u> |

(See accompanying notes to these financial statements)

COOS COUNTY FAMILY HEALTH SERVICES, INC.
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

| | 2014 | 2013 |
|--|--------------|--------------|
| Operating Revenue: | | |
| Patient service revenue | \$ 7,524,240 | \$ 5,817,776 |
| Provision for bad debts | (272,094) | (269,804) |
| Net patient service revenue | 7,252,146 | 5,547,972 |
| Grants, contracts, and contributions | 2,750,768 | 2,712,601 |
| Other operating revenue | 521,180 | 466,133 |
| Interest income | 3,008 | 3,134 |
| Net assets released from restrictions for operations | 278,480 | 219,146 |
| Total Operating Revenue | 10,805,582 | 8,948,986 |
| Operating Expenses: | | |
| Salaries and benefits | 7,210,447 | 6,688,068 |
| Other operating expenses | 2,487,345 | 1,707,879 |
| Depreciation | 235,073 | 227,921 |
| Interest expense | 33,618 | 42,629 |
| Total Operating Expenses | 9,966,483 | 8,666,497 |
| EXCESS OF REVENUE OVER EXPENSES | 839,099 | 282,489 |
| Grant Received For Capital Acquisition | 400,000 | - |
| INCREASE IN UNRESTRICTED NET ASSETS | \$ 1,239,099 | \$ 282,489 |

(See accompanying notes to these financial statements)

COOS COUNTY FAMILY HEALTH SERVICES, INC.
STATEMENTS OF CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

| | 2014 | 2013 |
|---|--------------|--------------|
| Unrestricted Net Assets: | | |
| Excess of revenue over expenses | \$ 839,099 | \$ 282,489 |
| Grant received for capital acquisition | 400,000 | - |
| Increase in Unrestricted Net Assets | 1,239,099 | 282,489 |
| Temporarily Restricted Net Assets: | | |
| Grants, contracts, and contributions | 153,310 | 47,035 |
| Net assets released from restrictions for operations | (278,480) | (219,146) |
| Capital appreciation on endowment funds | - | 530 |
| Change in fair value of beneficial interest in perpetual trust held by others | 1,699 | 274 |
| Decrease in Temporarily Restricted Net Assets | (123,471) | (171,307) |
| Permanently Restricted Net Assets: | | |
| Contributions | 1,267 | 2,113 |
| Increase in Permanently Restricted Net Assets | 1,267 | 2,113 |
| Change in Net Assets | 1,116,895 | 113,295 |
| Net Assets, Beginning Of Year | 2,038,511 | 1,925,216 |
| NET ASSETS, END OF YEAR | \$ 3,155,406 | \$ 2,038,511 |

(See accompanying notes to these financial statements)

COOS COUNTY FAMILY HEALTH SERVICES, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

| | 2014 | 2013 |
|--|--------------|------------|
| Cash Flows From Operating Activities | | |
| Change in net assets | \$ 1,116,895 | \$ 113,295 |
| Adjustments to reconcile change in net assets to net cash provided (used) by operating activities | | |
| Bad debt expense | 272,094 | 269,804 |
| Depreciation | 235,073 | 227,921 |
| Grant received for capital acquisition | (400,000) | - |
| Restricted grants, contracts, and contributions | (154,577) | (49,148) |
| Capital appreciation on endowment funds | - | (530) |
| Change in fair value of beneficial interest in perpetual trust held by others | (1,699) | (274) |
| (Increase) decrease in the following assets: | | |
| Patient accounts receivable | (815,526) | (328,193) |
| Grants receivable | 98,756 | 5,397 |
| Due from third party payers | (8,368) | 9,263 |
| Prepaid expenses | 11,231 | (39,682) |
| Increase (decrease) in the following liabilities: | | |
| Accounts payable and accrued expenses | 173,975 | 19,743 |
| Accrued payroll and related expenses | 20,262 | 27,221 |
| Due to third party payers | (21,057) | 21,057 |
| Deferred revenue | (33,558) | (733,552) |
| Net Cash Provided (Used) by Operating Activities | 493,501 | (457,678) |
| Cash Flows From Investing Activities | | |
| Decrease in assets limited as to use | 128,295 | 57,351 |
| Increase in beneficial interest in perpetual trust held by others | - | (18,000) |
| Capital acquisitions | (753,717) | (91,489) |
| Net Cash Used by Investing Activities | (625,422) | (52,138) |
| Cash Flows From Financing Activities | | |
| Grant received for capital acquisition | 400,000 | - |
| Proceeds from issuance of long-term debt | 179,000 | - |
| Payments on long-term debt | (385,905) | (85,369) |
| Net Cash Provided (Used) by Financing Activities | 193,095 | (85,369) |

COOS COUNTY FAMILY HEALTH SERVICES, INC.
STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

| | 2014 | 2013 |
|---|------------|------------|
| Net Increase (Decrease) in Cash and Cash Equivalents | 61,174 | (595,185) |
| Cash and Cash Equivalents, Beginning of Year | 310,353 | 905,538 |
| CASH AND CASH EQUIVALENTS, END OF YEAR | \$ 371,527 | \$ 310,353 |
| Supplemental Disclosures of Cash Flow Information: | | |
| Cash paid for interest | \$ 33,618 | \$ 42,629 |

(See accompanying notes to these financial statements)

COOS COUNTY FAMILY HEALTH SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2014 AND 2013

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Coos County Family Health Services, Inc., "the Organization", is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides outpatient health care and disease prevention services to residents of Coos County, New Hampshire through direct services, referral and advocacy.

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements. Management believes the Agency is no longer subject to income tax examinations for years prior to 2011.

Use of Estimates

The Organization uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits, petty cash funds and investments with a maturity of three months or less, and exclude amounts whose use is limited by Board designation or other arrangements under trust agreements or with third-party payers.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable

Accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Organization has not changed its methodology for estimating the allowance for doubtful accounts.

A reconciliation of the allowance for uncollectible accounts at June 30, 2014 and 2013 follows:

| | <u>2014</u> | <u>2013</u> |
|----------------------------|-------------------|-------------------|
| Balance, beginning of year | \$ 195,000 | \$ 187,000 |
| Provision for bad debts | 272,094 | 269,804 |
| Write-offs | <u>(249,094)</u> | <u>(261,804)</u> |
| Balance, end of year | <u>\$ 218,000</u> | <u>\$ 195,000</u> |

The increase in the allowance for uncollectible accounts is primarily related to the increase in patient accounts receivable balances.

Assets Limited As to Use

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

Beneficial Interest in Perpetual Trusts Held by Others

During 2013, the Organization became a beneficiary of an agency endowment fund at The New Hampshire Charitable Foundation, "the Foundation", by transferring \$18,000 of endowment assets to be held and administered by the Foundation for the benefit of the Organization. Pursuant to the terms of the resolution establishing the fund, property contributed to the Foundation is held as a separate fund designated for the benefit of the Organization. In accordance with its spending policy, the Foundation makes distributions from the fund to the Organization. The distributions are approximately 4.03% of the market value of the fund per year. The Organization's interest in the fund is recognized as permanently restricted net assets with changes in fair value reported as temporarily restricted net assets.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contributions 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. Restricted contributions and grants for capital acquisitions received prior to July 1, 2013 are released from restriction over the life of the related asset acquired in accordance with the reporting of related asset's depreciation expense. Restricted contributions and grants released are reported as unrestricted revenue and support.

Permanently restricted net assets include net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

Patient Service Revenue

The Organization has agreements with third-party payers that provide for payments to the Organization at amounts different from its established rates. A summary of the payment arrangements with major third-party payers follows:

- Medicare -- Primary care services rendered to Medicare program beneficiaries are reimbursed under cost reimbursement methodology. The Organization is reimbursed at a tentative encounter rate with final settlement determined after submission of annual cost reports by the Organization and audits thereof by the Medicare fiscal intermediary. The Organization's Medicare cost reports have been retroactively settled by the Medicare Administrative Contractor through June 30, 2012.
- Other payers -- The Organization also has entered into payment agreements with Medicaid certain commercial insurance carriers, health maintenance Organizations and preferred provider Organizations. The basis for payment to the Organization under these agreements includes prospectively determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per member, per month basis.

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 net patient service revenues in the year that such amounts become known. The differences between amounts previously estimated and amounts subsequently determined to be recoverable from third-party payers increased patient service revenues by approximately \$15,000 and \$103,000 for the years ended June 30, 2014 and 2013, respectively.

The Organization, as a FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses incurred related to the program are included in other operating expenses.

Donated Goods and Services

Various program help and support for the daily operations of the Organization's Response Program were provided by the general public of the surrounding communities. The donated services have not been reflected in the accompanying financial statements because they did not meet the criteria for recognition. Management estimates the fair value of donated services received but not recognized as revenues was \$102,510 and \$92,187 for the years ended June 30, 2014 and 2013, respectively. The Response Program also receives donated supplies to be used for program activities. The fair value of supplies recognized as revenues was \$5,122 and \$3,606 for the years ended June 30, 2014 and 2013, respectively.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donated Goods and Services (Continued)

The Organization receives samples of medical supplies that are distributed to patients. The donated supplies have not been reflected in the accompanying financial statements because they did not meet the criteria for recognition.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Excess of Revenue Over Expenses

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

NOTE 2 ASSETS LIMITED AS TO USE AND BENEFICIAL INTEREST IN PERPETUAL TRUST HELD BY OTHERS

Assets limited as to use and beneficial interest in perpetual trusts consisted of the following at June 30, 2014 and 2013:

| | <u>2014</u> | <u>2013</u> |
|---|-------------------|-------------------|
| Board designated: | | |
| Working capital (Federal 330 monies) | \$ 507,870 | \$ 505,025 |
| United States Department of Agriculture | | |
| Rural Development loan agreements | 29,640 | 36,589 |
| Donor restricted: | | |
| Temporarily | 111,857 | 81,039 |
| Permanently | <u>21,957</u> | <u>20,690</u> |
| Total | <u>\$ 671,324</u> | <u>\$ 643,343</u> |

NOTE 2 ASSETS LIMITED AS TO USE AND BENEFICIAL INTEREST IN PERPETUAL TRUST HELD BY OTHERS (CONTINUED)

| | <u>2014</u> | <u>2013</u> |
|---|-------------------|-------------------|
| Assets limited as to use | \$ 651,351 | \$ 625,069 |
| Beneficial interest in perpetual trust held by others | <u>19,973</u> | <u>18,274</u> |
| Total | <u>\$ 671,324</u> | <u>\$ 643,343</u> |

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

Financial accounting standards established a valuation hierarchy for disclosure of the inputs used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows:

- Level 1 inputs - quoted prices traded daily in an active market.
- Level 2 inputs - other than quoted prices for active markets that are traded less frequently than daily.
- Level 3 inputs - unobservable inputs.

The fair value of the beneficial interest in perpetual trust held by others is measured on non-recurring basis using level 3 inputs. The fair value is determined annually based on the fair value of the assets in the trust as represented by the Foundation's management. The Organization's management determines the reasonableness of the methodology by evaluating market developments.

The following table sets forth a summary of the change in the fair value of the level 3 beneficial interests in perpetual trusts held by others for the years ended June 30, 2014 and 2013.

| | <u>2014</u> | <u>2013</u> |
|----------------------------|------------------|------------------|
| Balance, beginning of year | \$ 18,274 | \$ - |
| Contributions | - | 18,000 |
| Change in fair value | 2,527 | 1,069 |
| Distributions | (706) | (703) |
| Fees | <u>(122)</u> | <u>(92)</u> |
| Balance, end of year | <u>\$ 19,973</u> | <u>\$ 18,274</u> |

NOTE 3 PROPERTY AND EQUIPMENT

The cost and accumulated depreciation of property and equipment at June 30, 2014 and 2013 follows:

| | <u>2014</u> | <u>2013</u> |
|-------------------------------------|---------------------|---------------------|
| Land and improvements | \$ 153,257 | \$ 153,257 |
| Building and leasehold improvements | 3,176,922 | 2,603,291 |
| Furniture and equipment | <u>1,752,474</u> | <u>1,572,389</u> |
| Total Cost | 5,082,653 | 4,328,937 |
| Less accumulated depreciation | <u>2,463,515</u> | <u>2,228,443</u> |
| Property And Equipment, Net | <u>\$ 2,619,138</u> | <u>\$ 2,100,494</u> |

In 2010 the Organization made renovations to certain buildings with Federal grant funding under the ARRA - Capital Improvement Program. In 2014 the Organization also made renovations to certain buildings with Federal grant funding under the ACA - Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest (NFI) is required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management, Health Resources and Services Administration (OFAM, HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

NOTE 4 LINE OF CREDIT

The Organization has a \$500,000 line of credit with a local banking institution through December 2014. The line of credit is secured by all assets. The interest rate at June 30, 2014 was 4.75% (Prime plus 1.5%). The Organization is also required to pay 0.25% monthly on the unused portion of the line. There was no outstanding balance at June 30, 2014 and 2013, respectively.

NOTE 5 LONG-TERM DEBT

At June 30, 2014 and 2013 long-term debt and capital lease obligations consisted of the following:

| | <u>2014</u> | <u>2013</u> |
|--|-------------------|-------------------|
| Note payable, Rural Economic and Community Development, payable in monthly installments of \$1,285, including interest at 3.375%, due May 2042, secured by real estate. | \$ 277,878 | \$ 283,846 |
| Note payable, Rural Economic and Community Development, payable in monthly installments of \$2,741, including interest at 4.5%, due November 2028, secured by all business assets. | 347,376 | 364,127 |
| Note payable, New Hampshire Health and Education Facilities Authority (NH HEFA), payable in monthly installments of \$3,060 including interest at 1.00%, due August 2018, secured by real estate. | 149,735 | - |
| Note payable, Citizens Bank, payable in variable monthly installments of \$4,723 plus interest, 3.25% as of June 30, 2014, due February 2018, secured by real estate. The note was paid in full in May 2014 | - | 209,722 |
| Note payable, Rural Economic and Community Development, payable in monthly installments of \$2,268, including interest at 6.125%, due November 2018, secured by real estate. The note was refinanced by the NH HEFA loan in August 2013. | <u>-</u> | <u>124,199</u> |
| Total long-term debt | 774,989 | 981,894 |
| Less current maturities | <u>59,139</u> | <u>79,892</u> |
| Long-term Debt Excluding Current Maturities | <u>\$ 715,850</u> | <u>\$ 902,002</u> |

NOTE 5 LONG-TERM DEBT (CONTINUED)

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

| <u>Year Ending June 30,</u> | <u>Long-term Debt</u> |
|---------------------------------|---------------------------|
| 2015 | \$ 59,139 |
| 2016 | 60,514 |
| 2017 | 61,937 |
| 2018 | 63,411 |
| 2019 | 34,170 |
| Thereafter | <u>495,818</u> |
| Total | <u>\$ 774,989</u> |

NOTE 6 TEMPORARILY AND PERMANENTLY RESTRICTED NET ASSETS

Temporarily and permanently restricted net assets consisted of the following at June 30, 2014 and 2013:

| | <u>2014</u> | <u>2013</u> |
|-------------------------------|-------------------|-------------------|
| Temporarily restricted: | | |
| Specific purpose | \$ 109,884 | \$ 79,703 |
| Expended capital improvements | 628,952 | 783,241 |
| Endowment earnings | <u>1,973</u> | <u>1,336</u> |
| Total | <u>\$ 740,809</u> | <u>\$ 864,280</u> |
| Permanently restricted: | | |
| Endowment | <u>\$ 21,957</u> | <u>\$ 20,690</u> |

NOTE 7 ENDOWMENTS

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor restricted endowment gifts and (c) accumulations to the donor restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund.

NOTE 7 ENDOWMENTS (CONTINUED)

The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of the organization and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income
- (6) Other resources of the Organization

The following summarizes changes in endowment assets for years ended June 30, 2014 and 2013:

| | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> |
|--|-----------------------------------|-----------------------------------|
| Balance June 30, 2012 | \$ 530 | \$ 18,577 |
| Contributions | - | 2,113 |
| Investment income, net of fees | 532 | - |
| Change in fair value of beneficial interest in perpetual trust held by others | <u>274</u> | <u>-</u> |
| Balance June 30, 2013 | 1,336 | 20,690 |
| Contributions | - | 1,267 |
| Appropriation of endowment assets for expenditures | (1,062) | - |
| Change in fair value of beneficial interest in perpetual trust held by others | <u>1,699</u> | <u>-</u> |
| Balance June 30, 2014 | <u>\$ 1,973</u> | <u>\$ 21,957</u> |

Endowment assets consist of cash and cash equivalents and a beneficial interest in perpetual trust held by others. Endowment interest income earned is spent at the discretion of the Organization's Board of Directors.

NOTE 8 PATIENT SERVICE REVENUE

A summary of patient service revenue for the years ended June 30, 2014 and 2013 follows:

| | <u>2014</u> | <u>2013</u> |
|---------------------------------|---------------------|---------------------|
| Medical patient service revenue | \$ 5,729,532 | \$ 5,817,776 |
| 340B pharmacy revenue | <u>1,794,708</u> | <u>-</u> |
| Total Patient Service Revenue | <u>\$ 7,524,240</u> | <u>\$ 5,817,776</u> |

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 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 charity care policy amounted to \$353,281 and \$401,411 for the years ended June 30, 2014 and 2013, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

NOTE 9 FUNCTIONAL EXPENSES

The Organization provides various services to residents within its geographic location. Expenses related to providing these services for the years ended June 30, 2014 and 2013 follows:

| | <u>2014</u> | <u>2013</u> |
|----------------------------|---------------------|---------------------|
| Program services | \$ 8,751,900 | \$ 7,532,513 |
| Administrative and general | <u>1,214,583</u> | <u>1,133,984</u> |
| Total | <u>\$ 9,966,483</u> | <u>\$ 8,666,497</u> |

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 June 30, 2014, there were no known malpractice claims outstanding which in the opinion of management, will be settled for amounts in excess of both FTCA and gap insurance coverage nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

NOTE 11 RETIREMENT PLAN

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that cover substantially all employees. The Organization contributed \$160,026 and \$145,048 to the plan for the years ended June 30, 2014 and 2013, respectively.

NOTE 12 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 institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. The mix of medical patient service revenue receivables from patients and third-party payers at June 30, 2014 follows:

| | |
|-------------------|-------------|
| Medicare | 32% |
| Medicaid | 13% |
| Anthem Blue Cross | 17% |
| Other | <u>38%</u> |
| Total | <u>100%</u> |

NOTE 13 PATIENT ASSISTANCE PROGRAMS

The Organization acts as a conduit for pharmaceutical company patient assistance programs. The Organization provides assistance to patients in applying and distributing prescription drugs under the programs. The value of the prescription drugs distributed by the Organization to patients is not reflected in the accompanying financial statements. The Organization estimates that the value of prescription drugs distributed by the Organization for the years ended June 30, 2014 and 2013 was \$2,914,948 and \$2,754,348, respectively.

NOTE 14 SUBSEQUENT EVENTS

For financial reporting purposes, subsequent events have been evaluated by management through December 11, 2014, which is the date the financial statements were available to be issued.

COOS COUNTY FAMILY HEALTH SERVICES, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2014

| 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 | | | |
| Consolidated Health Centers | 93.224 | | \$ 1,442,547 |
| Affordable Care Act (ACA) Grants for Capital Development in Health Centers | 93.526 | | <u>400,000</u> |
| Total Health Center Cluster | | | <u>1,842,547</u> |
| Pass-through programs from: | | | |
| State of New Hampshire Department of Health and Human Services | | | |
| Primary Care | 93.994 | 102-500731/90080000 | 16,263 |
| Neuromotor Disabilities Clinical Program | 93.994 | 561-500911/93001000 | <u>6,305</u> |
| Total Maternal and Child Health Services | | | 22,568 |
| State of New Hampshire Department of Health and Human Services | | | |
| Family Planning | 93.217 | 102-500734/90080203 | 32,014 |
| Breast and Cervical Cancer Prevention | 93.283 | 102-500731/90080081 | 28,584 |
| Family Planning - TANF | 93.558 | 502-500891/45130203 | 12,361 |
| Oral Health | 93.991 | 102-500731/90072003 | 43,359 |
| New Hampshire Coalition Against Domestic and Sexual Violence: | | | |
| Statewide Program to Improve Response to Domestic Violence | 93.671 | | <u>60,433</u> |
| Total Pass-through Programs | | | <u>199,319</u> |
| Total U.S. Department of Health and Human Services | | | <u>2,041,866</u> |

The accompanying notes are an integral part of this schedule.

COOS COUNTY FAMILY HEALTH SERVICES, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2014

| Federal Grantor Pass-through Grantor Program Title | Federal CFDA Number | Pass-Through Entity Identifying Number | Federal Expenditures |
|--|---------------------------|---|-------------------------|
| U.S. Department of Justice: | | | |
| Direct programs: | | | |
| Transitional Housing Assistance Grants for Victims of Domestic Violence, Dating Violence, Stalking or Sexual Assault | 16.736 | | 32,915 |
| Pass-through programs from: | | | |
| New Hampshire Coalition Against Domestic and Sexual Violence : | | | |
| Sexual Assault Services Program | 16.017 | | 12,467 |
| Victims of Crime Act | 16.575 | | <u>172,945</u> |
| Total U.S. Department of Justice | | | <u>218,327</u> |
| Total Federal Awards, All Programs | | | <u>\$ 2,260,193</u> |

The accompanying notes are an integral part of this schedule.

COOS COUNTY FAMILY HEALTH SERVICES, INC.
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2014

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards, "the Schedule", includes the federal grant activity of Coos County Family Health Services, Inc., "the Organization", under programs of the federal government for the year ended June 30, 2014. 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 Auditors' Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance with *Government Auditing Standards*

Board of Directors
Coos County Family Health Services, Inc.
Berlin, 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 financial statements of Coos County Family Health Services, Inc. which comprise the balance sheets as of June 30, 2014, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 11, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the 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 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 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. D. [unclear]', located below the 'Purpose of this Report' section.

Concord, New Hampshire
December 11, 2014

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 Auditors' Report on Compliance for Each Major Federal
Program and Report on Internal Control Over Compliance

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

Report on Compliance for Each Major Federal Program

We have audited Coos County Family Health Services, Inc. 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 June 30, 2014. 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.

Auditors' 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 June 30, 2014.

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 11, 2014

COOS COUNTY FAMILY HEALTH SERVICES, INC.
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS
 FOR THE YEAR ENDED JUNE 30, 2014

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 deficiency(s) identified? | None Reported |
| 3. Noncompliance material to financial statements noted? | No |

B. Federal Awards

| | |
|---|---------------|
| 1. Internal control over major programs: | |
| • Material weakness(es) identified? | No |
| • Significant deficiency(s) identified? | None Reported |
| 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 | |
| Consolidated Health Centers | 93.224 |
| Affordable Care Act (ACA) Grants for Capital Development in Health Centers | 93.526 |

| | |
|--|-----------|
| D. Dollar threshold used to distinguish between Type A and Type B programs | \$300,000 |
|--|-----------|

| | |
|---|-----|
| E. Auditee qualified as low-risk auditee? | Yes |
|---|-----|

COOS COUNTY FAMILY HEALTH SERVICES, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2014

Section II - Findings and Questioned Costs

A. Financial Statements

There were no financial statement findings for the year ended June 30, 2014.

B. Federal Awards

There were no federal awards findings for the year ended June 30, 2014.

Section III - Prior Findings and Questioned Costs for the Year Ended June 30, 2013

There were no prior financial statement or federal award audit findings for the year ended June 30, 2013.



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Fax: 1-603-466-2953

133 Pleasant Street
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Fax 1-603-752-7797

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

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

BOARD OF DIRECTORS

Robert Pelchat, 2017 (5th)
****PRESIDENT****

Charles Greenhalgh, 2017 (1st)

Joan Merrill, 2016 (2nd)
****VICE-PRESIDENT****

Roland Olivier, 2017 (1st)

Aline Boucher, 2017 (3rd)
****TREASURER****
Chair, Finance/Development Committee

Christie Nelson, 2017 (1st)

David Morin, 2017 (1st)

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

Marge McClellan, 2017 (5th)
Chair, Governance Committee
Chair, Quality Improvement Committee

Åsa Brosnan, 2015 (4th)

H. Guyford Stever, Jr., 2016 (2nd)
Chair, Personnel Committee

Linda Sjostrom, 2015 (1st)

Andrea Gagne, 2016 (1st)

3/5/15

KENNETH E. GORDON

PROFESSIONAL HISTORY

2/2015 – Present Coos County Family Health Services, 54 Willow Street, Berlin, NH 03570 (603) 752-3669 ext. 4018 kgordon@ccfhs.org

CHIEF EXECUTIVE OFFICER (2015 – Present)

- Responsible for the successful administration and overall direction of a \$10.2M Community Health Center, including 6 sites and 10 programs. Major administrative responsibilities include: oversight of budget preparation and fiscal management, development and implementation of long and short-term planning, personnel management, grantsmanship and public relations. Includes extensive contact with the public and government officials as well as ongoing communications with 14 member volunteer Board of Directors, 120 paid staff and numerous volunteers.

ADMINISTRATOR: North Country Health Consortium, Littleton, New Hampshire (8/13 – 2/15)

- Provided administrative leadership of the North Country Accountable Care Organization, a non-profit entity comprised of four community health centers working in collaboration to improve the health and well-being of North Country residents.

EXECUTIVE DIRECTOR: Area Agency on Aging for Northeastern Vermont, St. Johnsbury, Vermont (9/02 – 7/13)

- Provided administrative leadership to a private, non-profit human service agency serving older adults and family caregivers.
- Financial management of the organization's budget.
- Supervision of clinical and administrative staff.

SOCIAL SERVICES COORDINATOR: Caledonia Home Health Care and Hospice, St Johnsbury, Vermont (8/97 - 8/02)

- Provided medical social work to individuals and families receiving home care and hospice services.
- Supervised and coordinated the work of four master's level staff members.
- Provided consultation to medical staff regarding psycho-social issues.
- Participated in discharge planning with other social service and health agencies.

CHILD PROTECTIVE SERVICE WORKER: Vermont Department of Social & Rehabilitation Services, St. Johnsbury, Vermont (5/96 - 8/97)

- Coordinated multidisciplinary treatment teams providing services to families.
- Psychosocial assessment & case planning.
- Care Management (Medicaid reimbursable).
- Individual and family counseling.
- Placement and supervision of children in foster care.
- Preparation of court reports.

ADOPTION SOCIAL WORKER: Vermont Department of Social & Rehabilitation Services, St. Johnsbury & Newport, Vermont (4/90 -9/94)

- Recruitment, training and assessment of adoptive applicants.
- Placement and supervision of abused and neglected children with adoptive families.
- Counseling with birth parents considering the voluntary relinquishment of a child.
- Consultation with casework staff regarding adoption issues.
- Preparation of adoption homes studies and probate court reports.

FOSTER CARE COORDINATOR: Vermont Department of Social & Rehabilitation Services, St. Johnsbury, Vermont (12/86 - 4/90)

- Managed a foster care program serving approximately fifty children.
- Fiscal administration, program planning and evaluation.
- Curriculum development and in-service training.

ASSISTANT DIRECTOR: Upward Bound Project, Lyndon State College (9/85 - 12/86)

- Co-directed a college preparatory program for disadvantaged youth.
- Formulated program goals and evaluated outcomes.
- Co-authored a successful federal grant proposal totaling more than \$400.00.
- Training, supervision and evaluation of staff.
- Academic and career counseling.

EDUCATION

MASTERS OF SOCIAL WORK (M.S.W.) May 1996. University of Vermont

- 1st year field internship: Reach Up Program, Vermont Department of Social Welfare
- 2nd year clinical internship: Fletcher Allen Health Care, Inpatient Psychiatric Unit

BACHELOR OF SCIENCE (B.S.) Behavioral Science and Special Education. May, 1984.
Lyndon State College, Lyndonville, Vermont

REFERENCES

Available upon request

MELISSA M FRENETTE, CPA

FUNCTIONAL SUMMARY

Certified Public Accountant with over twelve years of experience in public accounting. Experienced in training and supervising staff, managing multiple on-going engagements and facilitating timely income tax filing and reporting for firm clients.

EMPLOYMENT

2007-Present Coos County Family Health Services Berlin, NH

Chief Financial Officer

- Oversee the general operation of the Finance and Purchasing Departments
- Analyzes available data and suggests way to improve agency's self sufficiency
- Prepares budgets, reports and studies for CCFHS and all funding sources
- Takes a leadership role in the annual financial audit
- Performs employee evaluations and assigns tasks as appropriate
- Attends applicable board and committee meetings
- Possesses a through working knowledge of cost reporting requirements

2004-2007 Malone, Dirubbo & Company/Phillips & Associates Lincoln, NH

Senior Staff Accountant

- Conducted financial statement audits for multiple entities
- Prepared audited, reviewed, and compiled financial statements
- Compiled and prepared loan package information
- Consulted in business entity choices
- Prepared personal and business income tax returns
- Prepared personal and business income tax projections
- Prepared projected financial statements and cash flows
- Consulted in inventory cost methods
- Trained clients in use of accounting software

1995-2004 Driscoll & Company, PLLC Berlin, NH

Senior Staff Accountant/Office Manager

- Supervised and trained office staff members
- Managed work flow for deadline achievement
- Installed and maintained accounting and tax software
- Prepared audited, reviewed, and compiled financial statements
- Prepared payroll tax returns
- Conducted 401(K) plan audits and financial statements

EDUCATION

1992-1995 Plymouth State University Plymouth, NH

B.S. Accounting, minor Mathematics
Graduated cum laude

Patricia A. Couture

Work History

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

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

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

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

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

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

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

1976-1977 Androscoggin Valley Hospital Berlin, NH

Private Duty Nurse: Complete nursing care.

Subject: Family Planning

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|---|---|---|
| 1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services | | 1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504 | |
| 1.3 Contractor Name Coos County Family Health Services, Inc. | | 1.4 Contractor Address 54 Willow Street Berlin, NH 03570 | |
| 1.5 Contractor Phone Number 603-752-3669 | 1.6 Account Number 05-95-90-902010-5530-102-500734 05-95-45-450010-6146-502-500891 | 1.7 Completion Date June 30, 2015 | 1.8 Price Limitation \$133,331.29 |
| 1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief | | 1.10 State Agency Telephone Number 603-271-4501 | |
| 1.11 Contractor Signature <i>Adele D. Woods</i> | | 1.12 Name and Title of Contractor Signatory <i>Adele D. Woods, CEO</i> | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Coos</u> On <u>4/29/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Linda Blanchette</i> | | LINDA BLANCHETTE, Notary Public My Commission Expires September 17, 2013 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <i>Linda Blanchette, Notary Public</i> | | | |
| 1.14 State Agency Signature <i>Lisa L. Bujno</i> | | 1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Jeanne P. Herick, Attorney</i> On: <u>27 MAR 2013</u> | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

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4/29/13

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor, under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

Family Planning Services

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

CONTRACTOR NAME: Coos County Family Health Services, Inc.

ADDRESS: 54 Willow Street
Berlin, NH 03570

Executive Director: Adele Woods

TELEPHONE: 603-752-3669

The Contractor shall:

I. General Provisions

A) Eligibility and Income Determination

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

1. The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.
2. The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.
3. Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.
4. Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.
5. The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

B) Numbers Served

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

C) Culturally and Linguistically Appropriate Standards of Care

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

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

D) State and Federal Laws

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

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301 as most currently amended (1/05).
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offences.
3. Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

E) Relevant Policies and Guidelines

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

1. The (Federal) Office of Population Affairs, Office of Family Planning, *Program Guidelines for Project Grants for Family Planning Services*, dated January 2001, and subsequent amendments, program instructions and clarifications.
2. National program priorities established by the Office of Population Affairs.
3. The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.
4. The Contractor must submit to MCHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.
5. The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

F) Publications Funded Under Contract (Standard Language)

1. The DPHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DPHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.
3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

G) Subcontractors

1. If any service required by this exhibit is provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract.
2. In addition, the original DPHS Contractor will remain liable for all requirements included in this exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A. Service Requirements

1. Clinical Services

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

2. HIV Counseling and Testing

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

3. Health Education Materials

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

4. Sterilization Services

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

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

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

6. Research

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

7. School-based Education Programs

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

B) Staffing Provisions

1. Staff Training and Qualifications

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

2. Medical Director Participation

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

3. Community Education & Partnership Development

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

4. Staffing Changes

New Hires

The Contractor shall notify the Maternal and Child Health Section (MCHS) in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee shall accompany this notification.

Vacancies

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

C) Coordination of Services

1. The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.
2. As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.
3. As part of the Family Planning Workplan process, each Contractor will make plan explicitly identifying community services providers who will be contacted for face-to-face meetings intended to build partnerships, increase coordination and referrals with other providers.

D) Meetings and Trainings

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

III. Quality or Performance Improvement (QI/PI)

A) Workplans

1. Performance Workplans must be submitted and are used to monitor achievement of standard measures of performance of the services provided under this contract. Said workplan is incorporated herein by reference.
2. Performance Workplans and Workplan Outcome Reports will be completed according to the schedule and instructions provided by MCHS. The workplans are a key component of the DPHS and MCHS performance based contracting system and of this contract.
3. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS in to the agency's QI/PI plan. Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets. If the Contractor's performance is above the defined target, no additional information will need to be provided. It will be the understanding that activity and evaluation efforts were effective in reaching the desired outcome. If the Contractor's performance is below the defined target, an explanation must be provided of why and what action steps (corrective action plan) will be taken to improve performance.
4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the Contractor with reasonable notice of such changes.

B) Data and reporting requirements

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

1. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff list forms must be completed according to the relevant instructions and submitted as requested by DPHS.
2. The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
3. Completed UDS tables reflecting program performance in the previous calendar as requested by DPHS.
4. A copy of the Contractor's updated Sliding Fee Scale including the amounts(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.
5. An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.
6. Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.
7. By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report.

8. As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.
9. Comply with all Family Planning Program and STD/HIV Prevention Bureau requirements for reporting chlamydia testing.

C) On-site reviews

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

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Family Planning Services

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

CONTRACTOR NAME: Coos County Family Health Services, Inc.

ADDRESS: 54 Willow Street
Berlin, NH 03570

Executive Director: Adele Woods

TELEPHONE: 603-752-3669

Vendor #155327-B001

Job #90080203
#45130203

Appropriation #05-95-90-902010-5530-102-500734
#05-95-45-450010-6146-502-500891

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

\$53,232.43 for Family Planning Services, funded from 60% (\$31,939.46) federal funds from Title X Family Planning (CFDA #93.217), and 40% (\$21,292.97) general funds in SFY 14.

\$55,376.86 for Family Planning Services, funded from 63% (\$34,887.42) federal funds from Title X Family Planning (CFDA #93.217), and 37% (\$20,489.44) general funds in SFY 15.

\$24,722 for Family Planning Services - TANF, funded from 100% US Department of Health and Human Services, Administration for Children and Families funds (CFDA #93.558) in SFY 14 and 15.

TOTAL: \$133,331.29

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

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

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Renewal:

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

The remainder of this page is intentionally left blank.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

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

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

Adele D. Woods 4/29/13
Contractor Representative Signature **Date**

adw
 4/29/13

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

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

Adelle D. Woods
Contractor Signature

CEO
Contractor's Representative Title

Coos County Family Health Services, Inc.
Contractor Name

4/29/13
Date

adu
4/29/13

NH Department of Health and Human Services

Standard Exhibit F

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

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

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

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

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

| | |
|--|-----------------------------------|
| <p><i>Adelle D. Woods</i></p> | <p><i>CEO</i></p> |
| Contractor Signature | Contractor's Representative Title |
| <p>Coos County Family Health Services, Inc.</p> | <p><i>4/29/13</i></p> |
| Contractor Name | Date |

Adelle
4/29/13

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Adelle D. Woods
Contractor Signature

CEO
Contractor's Representative Title

Coos County Family Health Services, Inc.
Contractor Name

4/29/13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Adela D. Woods

Contractor Signature

CEO

Contractor's Representative Title

Coos County Family Health Services, Inc.

Contractor Name

4/29/13

Date

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

DIVISION OF PUBLIC HEALTH SERVICES
The State Agency Name

Coos County Family Health Services, Inc.
Name of Contractor

Lisa L.
Signature of Authorized Representative

Adele D. Woods
Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN
Name of Authorized Representative

Adele D. Woods
Name of Authorized Representative

BUREAU CHIEF
Title of Authorized Representative

Chief Executive Officer
Title of Authorized Representative

5-30-2013
Date

4/29/13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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

Adele D. Woods
(Contractor Representative Signature)

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

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

 4/29/13
(Date)

adw
4/29/13

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 167385509

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

NO YES

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

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

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

NO YES

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

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

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

| | |
|--------------------------------|----------------------------------|
| Name: <input type="checkbox"/> | Amount: <input type="checkbox"/> |
| Name: <input type="checkbox"/> | Amount: <input type="checkbox"/> |
| Name: <input type="checkbox"/> | Amount: <input type="checkbox"/> |
| Name: <input type="checkbox"/> | Amount: <input type="checkbox"/> |
| Name: <input type="checkbox"/> | Amount: <input type="checkbox"/> |

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Coos County Family Health Services, Inc.

Name of Bureau/Section: Community Health Services/Maternal & Child Health/Family Planning Services

| BUDGET PERIOD: SFY 16 (7/1/15 - 6/30/16) | | | |
|---|---|---------------------------------------|--------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Ken Gordon, CEO | \$130,000 | 0.00% | \$0.00 |
| Patricia Couture, COO | \$105,000 | 0.00% | \$0.00 |
| Melissa Frenette, CFO | \$100,000 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$0.00 |

| BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17) | | | |
|---|---|---------------------------------------|--------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Ken Gordon, CEO | \$130,000 | 0.00% | \$0.00 |
| Patricia Couture, COO | \$105,000 | 0.00% | \$0.00 |
| Melissa Frenette, CFO | \$100,000 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$0.00 |

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



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to Family Planning Services Contract**

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment 1") dated this 9th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Goodwin Community Health (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 311 Route 108, Somersworth, NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item #94), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

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

1. Amend Form P-37, Subject to read Family Planning Services
2. Amend Form P-37, Block 1.7 to read June 30, 2017
3. Amend Form P-37, Block 1.8 to read \$472,255.28
4. Amend Form P-37, Block 1.9 to read Eric Borrin
5. Amend Form P-37, Block 1.10 to read 603-271-9558
6. Amend Exhibit A, Scope of Services, Contract Period to read: "July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2017."
7. Amend Exhibit B, Purchase of Services, by:
 - 7.1. Changing Contract Period to read, "July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2017"
 - 7.2. Changing Job #45130203 to read Job #45030203
 - 7.3. Deleting paragraph 1 in its entirety and replacing it with new paragraph 1 and sub-paragraphs (a) and (b):
 1. The total amount of all payments made to the Contractor for the cost and expenses incurred in the performance of services during the period of July 1, 2015 through June 30, 2017 shall not exceed:



(a) \$104,960.62 in SFY 2016 and \$104,960.62 in SFY 2017 for a total amount of \$209,921.24.

(b) Funding is available as follows:

- \$106,636.86 – 61.2% Federal Funds from the Office of Population Affairs, Family Planning Services, Title X of the Public Health Services Act, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016063
- \$67,606.38 – 38.8% from General Funds
- \$35,678.00 – 100% Federal Funds from the Administration for Children and Families, Temporary Assistance for Needy Families, Title IV of the Social Security Act, (CFDA #93.558, FAIN 1502NHTANF).

7.4. Deleting paragraph 2 and replacing it with new paragraph 2:

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit B-1, Budget. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

7.5. Deleting paragraph 6 and replacing it with new paragraph 6:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

8. Add Exhibit B-1

9. Delete Exhibit C and replace with Exhibit C Amendment #1

10. Add Exhibit C-1

11. Delete Exhibit G and replace with Exhibit G Amendment #1

12. Delete Exhibit I and replace with Exhibit I Amendment #1

New Hampshire Department of Health and Human Services
Family Planning Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

6/2/15
Date

State of New Hampshire
Department of Health and Human Services
[Signature]
Brook Dupee
Bureau Chief

4/27/15
Date

Goodwin Community Health
[Signature]
NAME Janet Laatsch
TITLE CEO

Acknowledgement:
State of New Hampshire, County of Stafford on 4/27/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

[Signature] Notary Public
Name and Title of Notary or Justice of the Peace
SARA M. GARLAND, Notary Public
My Commission Expires September 17, 2019

New Hampshire Department of Health and Human Services
Family Planning Services



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

OFFICE OF THE ATTORNEY GENERAL

4/8/15
Date

[Signature]
Name: Megan A. York
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1

Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

Budget Request for: **Family Planning**

Budget Period: 7/1/15 - 6/30/16

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------|----------------|---------------------|---|
| 1. Total Salary/Wages | \$ 62,893.02 | \$ - | \$ 62,893.02 | |
| 2. Employee Benefits | \$ 12,578.60 | \$ - | \$ 12,578.60 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ 500.00 | \$ - | \$ 500.00 | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ 7,000.00 | \$ - | \$ 7,000.00 | |
| Medical | \$ 2,500.00 | \$ - | \$ 2,500.00 | |
| Office | \$ 750.00 | \$ - | \$ 750.00 | |
| 6. Travel | \$ - | \$ - | \$ - | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ 400.00 | \$ - | \$ 400.00 | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ 500.00 | \$ - | \$ 500.00 | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 87,121.62 | \$ - | \$ 87,121.62 | |

Indirect As A Percent of Direct

0.0%

Contractor Initials: JL

Date: 9/27/15

Exhibit B-1

Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

Budget Request for: **Family Planning**
(Name of RFP)

Budget Period: 7/1/16 - 6/30/17

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------|----------------|---------------------|---|
| 1. Total Salary/Wages | \$ 62,893.02 | \$ - | \$ 62,893.02 | |
| 2. Employee Benefits | \$ 12,578.60 | \$ - | \$ 12,578.60 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ 500.00 | \$ - | \$ 500.00 | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ 7,000.00 | \$ - | \$ 7,000.00 | |
| Medical | \$ 2,500.00 | \$ - | \$ 2,500.00 | |
| Office | \$ 750.00 | \$ - | \$ 750.00 | |
| 6. Travel | \$ - | \$ - | \$ - | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ 400.00 | \$ - | \$ 400.00 | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ 500.00 | \$ - | \$ 500.00 | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 87,121.62 | \$ - | \$ 87,121.62 | |

Indirect As A Percent of Direct

0.0%

NH DHHS
Exhibit B-1 Budget

Contractor Initials: JK

Date: JK

**Exhibit B-1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

Budget Request for: TANF

Budget Period: 7/1/15 - 6/30/16

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------------|-----------------------|---------------------|--|
| 1. Total Salary/Wages | \$ 14,449.17 | \$ - | \$ 14,449.17 | |
| 2. Employee Benefits | \$ 2,889.83 | \$ - | \$ 2,889.83 | |
| 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 | \$ 500.00 | \$ - | \$ 500.00 | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 17,839.00 | \$ - | \$ 17,839.00 | |

Indirect As A Percent of Direct

0.0%

NH DHHS
Exhibit B-1 Budget

Contractor Initials: JL

Date: 8/27/15

**Exhibit B-1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

Budget Request for: TANF

(Name of RFP)

Budget Period: 7/1/16 - 6/30/17

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------------|-----------------------|---------------------|--|
| 1. Total Salary/Wages | \$ 14,449.17 | \$ - | \$ 14,449.17 | |
| 2. Employee Benefits | \$ 2,889.83 | \$ - | \$ 2,889.83 | |
| 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 | \$ 500.00 | \$ - | \$ 500.00 | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 17,839.00 | \$ - | \$ 17,839.00 | |

Indirect As A Percent of Direct

0.0%

NH DHHS
Exhibit B-1 Budget

Contractor Initials:

Page 1 of 1

Date:



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.

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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.



Exhibit C-1

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. **Renewal:**

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



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

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

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

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

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

Exhibit G- Amendment #1

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

Contractor Initials

JL

Date

6/27/14

New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Contractor Name: Goodwin Community Health

Date 4/27/15

Name: Janet Laatsch
Title: CEO



Exhibit I - Amendment #1

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 Amendment #1

- 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 Amendment #1

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 Amendment #1

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 Amendment #1

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 Amendment #1

- 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.

| | |
|--|--|
| <u>NH D H H S</u> | <u>Goodwin Community Health</u> |
| The State | Name of the Contractor |
| <u>Brook Dupree</u> | <u>Janet Laatsch</u> |
| Signature of Authorized Representative | Signature of Authorized Representative |
| <u>Brook Dupree</u> | <u>Janet Laatsch</u> |
| Name of Authorized Representative | Name of Authorized Representative |
| <u>Bureau Chief</u> | <u>CEO</u> |
| Title of Authorized Representative | Title of Authorized Representative |
| <u>4/2/15</u> | <u>4/2/15</u> |
| Date | Date |

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Goodwin Community Health is a New Hampshire nonprofit corporation formed August 18, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, David Staples, DDS, of the Goodwin Community Health, do hereby certify that:

1. I am the duly elected Board Chair of the Goodwin Community Health;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Goodwin Community Health, duly held on January 8, 2015;

Resolved: That this corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services for the provision of Public Health Services.

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 4/27/15, 2015.

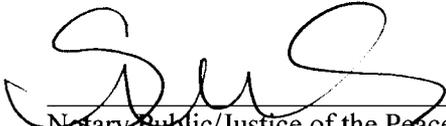
IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of the Goodwin Community Health this 27 day of 4, 2015.



David Staples, DDS, Board Chair

STATE OF NH
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 27 day of 4, 2015 by David Staples, DDS.



Notary Public/Justice of the Peace
My Commission Expires: 9/17/19

Goodwin Community Health

Mission

*To provide integrated,
comprehensive, quality healthcare,
serving all in our community,
payment for which is based on ability to pay.*

Board Approved on 1-8-2015

**Goodwin Community Health
and Subsidiary**

Financial Report

June 30, 2014

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Accessible
Approachable
Accountable

Independent Auditors' Report

Board of Directors
Goodwin Community Health
and Subsidiary
Somersworth, New Hampshire

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Goodwin Community Health and Subsidiary (the Center) which comprise the consolidated statements of financial position as of June 30, 2014 and 2013, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 the consolidated 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. Those standards require that we plan and perform the audits 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 opinion.

Macpage LLC

30 Long Creek Drive, South Portland, ME 04106-2437 | 207-774-5701 | 207-774-7835 fax | cpa@macpage.com
One Market Square, Augusta, ME 04330-4637 | 207-622-4766 | 207-622-6545 fax

macpage.com



Board of Directors
Goodwin Community Health and Subsidiary

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Goodwin Community Health and Subsidiary as of June 30, 2014 and 2013, and the consolidated changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating schedules on pages 17 through 19 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Maspague LLC

South Portland, Maine
November 25, 2014

Consolidated Statements of Financial Position

June 30,

| | 2014 | 2013 |
|---|---------------------|---------------------|
| ASSETS | | |
| Current Assets | | |
| Cash and cash equivalents (Notes 1 and 2) | \$ 655,579 | \$ 584,487 |
| Accounts receivable, net (Notes 1 and 3) | 417,704 | 229,940 |
| Grants receivable (Note 4) | 145,940 | 108,182 |
| Current portion of pledges receivable (Note 5) | 9,451 | 25,036 |
| Prepaid expenses | 7,693 | 3,637 |
| Total Current Assets | <u>1,236,367</u> | <u>951,282</u> |
| Property and Equipment, Net (Notes 1 and 7) | <u>6,276,034</u> | <u>6,547,866</u> |
| Other Assets | | |
| Goodwill (Note 1) | 17,582 | 17,582 |
| Pledges receivable, net of current portion (Note 5) | 8,010 | 11,494 |
| Total Other Assets | <u>25,592</u> | <u>29,076</u> |
| Total Assets | <u>\$ 7,537,993</u> | <u>\$ 7,528,224</u> |
| LIABILITIES AND NET ASSETS | | |
| Current Liabilities | | |
| Accounts payable | \$ 181,237 | \$ 260,730 |
| Accrued expenses | 363,823 | 320,772 |
| Lines of credit (Note 8) | 193,500 | 327,280 |
| Current portion of long-term debt (Note 9) | 154,716 | 128,157 |
| Total Current Liabilities | <u>893,276</u> | <u>1,036,939</u> |
| Long-Term Liabilities | | |
| Long-term debt, net of current portion (Note 9) | 869,885 | 935,100 |
| Total Liabilities | <u>1,763,161</u> | <u>1,972,039</u> |
| Net Assets | | |
| Unrestricted (deficit) | 354,851 | (73,807) |
| Temporarily restricted (Note 11) | 5,419,981 | 5,629,992 |
| Total Net Assets | <u>5,774,832</u> | <u>5,556,185</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 7,537,993</u> | <u>\$ 7,528,224</u> |

Consolidated Statement of Activities

Year Ended June 30, 2014

| | Unrestricted | Temporarily Restricted | Total |
|---|-------------------|------------------------|---------------------|
| Operating Revenue and Support | | | |
| Patient service revenue (Notes 1 and 10) | \$ 4,798,980 | | \$ 4,798,980 |
| Provision for bad debts | (304,004) | | (304,004) |
| Net patient service revenue | 4,494,976 | | 4,494,976 |
| Grants, contracts and contributions (Notes 1 and 12) | 2,409,793 | \$ 66,000 | 2,475,793 |
| WIC food vouchers (Note 15) | 1,572,910 | | 1,572,910 |
| Other | 150,554 | | 150,554 |
| | 8,628,233 | 66,000 | 8,694,233 |
| Net assets released from restrictions | 276,011 | (276,011) | |
| Total Operating Revenue and Support | 8,904,244 | (210,011) | 8,694,233 |
| Functional Expenses | | | |
| Program services | 7,300,409 | | 7,300,409 |
| Fundraising | 137,934 | | 137,934 |
| General and administrative | 1,050,293 | | 1,050,293 |
| Total Expenses | 8,488,636 | | 8,488,636 |
| Change in Net Assets from Operating Activities | 415,608 | (210,011) | 205,597 |
| Non-Operating Revenue and Support | | | |
| Rent income | 13,050 | | 13,050 |
| Total Change in Net Assets | 428,658 | (210,011) | 218,647 |
| Net Assets (Deficit), Beginning of Year | (73,807) | 5,629,992 | 5,556,185 |
| Net Assets, End of Year | \$ 354,851 | \$ 5,419,981 | \$ 5,774,832 |

Consolidated Statement of Activities - Continued

Year Ended June 30, 2013

| | Unrestricted | Temporarily Restricted | Total |
|---|--------------------|---------------------------|---------------------|
| Operating Revenue and Support | | | |
| Patient service revenue (Notes 1 and 10) | \$ 4,468,027 | | \$ 4,468,027 |
| Provision for bad debts | (275,559) | | (275,559) |
| Net patient service revenue | 4,192,468 | | 4,192,468 |
| Grants, contracts and contributions (Notes 1 and 12) | 2,135,975 | \$ 35,416 | 2,171,391 |
| WIC food vouchers (Note 15) | 1,644,806 | | 1,644,806 |
| Other | 215,425 | | 215,425 |
| | 8,188,674 | 35,416 | 8,224,090 |
| Net assets released from restrictions | 180,296 | (180,296) | |
| Total Operating Revenue and Support | 8,368,970 | (144,880) | 8,224,090 |
| Functional Expenses | | | |
| Program services | 7,076,642 | | 7,076,642 |
| Fundraising | 145,116 | | 145,116 |
| General and administrative | 1,020,853 | | 1,020,853 |
| Total Expenses | 8,242,611 | | 8,242,611 |
| Change in Net Assets from Operating Activities | 126,359 | (144,880) | (18,521) |
| Non-Operating Revenue and Support | | | |
| Rent income | 12,182 | | 12,182 |
| Class action settlement | 148,066 | | 148,066 |
| Change in Net Assets from Non-Operating Activities | 160,248 | | 160,248 |
| Total Change in Net Assets | 286,607 | (144,880) | 141,727 |
| Net Assets (Deficit), Beginning of Year | (360,414) | 5,774,872 | 5,414,458 |
| Net Assets (Deficit), End of Year | \$ (73,807) | \$ 5,629,992 | \$ 5,556,185 |

Consolidated Statements of Cash Flows

Years Ended June 30,

| | 2014 | 2013 |
|--|-------------------|-------------------|
| Cash flows from operating activities: | | |
| Change in net assets | \$ 218,647 | \$ 141,727 |
| Adjustments to reconcile change in net assets to net cash flows from operating activities: | | |
| Depreciation | 271,832 | 269,624 |
| Provision for bad debt | 304,004 | 275,559 |
| (Increase) decrease in operating assets: | | |
| Accounts receivable | (491,768) | (162,400) |
| Grants receivable | (37,758) | (22,942) |
| Pledges receivable | 19,069 | (10,250) |
| Cost settlement receivable | | 38,930 |
| Prepaid expenses | (4,056) | 4,363 |
| Increase (decrease) in operating liabilities: | | |
| Accounts payable | (79,493) | (124,437) |
| Accrued expenses | 43,051 | 13,008 |
| Total adjustments | <u>24,881</u> | <u>281,455</u> |
| Net cash flows from operating activities | <u>243,528</u> | <u>423,182</u> |
| Cash flows from investing activities: | | |
| Purchases of equipment | | (32,092) |
| Net cash flows from investing activities | | <u>(32,092)</u> |
| Cash flows from financing activities: | | |
| Net payments on lines of credit | (133,780) | (3,000) |
| Proceeds from issuance of long-term debt | 99,000 | |
| Principal payments on long-term debt | (137,656) | (103,188) |
| Net cash flows from financing activities | <u>(172,436)</u> | <u>(106,188)</u> |
| Net change in cash and cash equivalents | 71,092 | 284,902 |
| Cash and cash equivalents, beginning of year | <u>584,487</u> | <u>299,585</u> |
| Cash and cash equivalents, end of year | <u>\$ 655,579</u> | <u>\$ 584,487</u> |
| Supplemental disclosure of cash flow information: | | |
| Interest paid during year | \$ 57,245 | \$ 70,380 |

Consolidated Statements of Functional Expenses

Years Ended June 30,

| | 2014 | | | | 2013 | | | |
|---|---------------------|-------------------|----------------------------|---------------------|---------------------|-------------------|----------------------------|---------------------|
| | Program | Fundraising | General and Administrative | Total | Program | Fundraising | General and Administrative | Total |
| Personnel | | | | | | | | |
| Salaries and wages | \$ 3,663,909 | \$ 88,625 | \$ 504,002 | \$ 4,256,536 | \$ 3,522,156 | \$ 72,307 | \$ 499,771 | \$ 4,094,234 |
| Payroll taxes and employee benefits (Note 13) | 839,916 | 20,778 | 184,841 | 1,045,535 | 826,250 | 16,513 | 149,366 | 992,129 |
| | <u>4,503,825</u> | <u>109,403</u> | <u>688,843</u> | <u>5,302,071</u> | <u>4,348,406</u> | <u>88,820</u> | <u>649,137</u> | <u>5,086,363</u> |
| Other | | | | | | | | |
| WIC food vouchers (Note 15) | 1,572,910 | | | 1,572,910 | 1,644,806 | | | 1,644,806 |
| Depreciation (Note 1) | 223,120 | | 48,713 | 271,833 | 226,148 | | 43,476 | 269,624 |
| Equipment leases and supplies | 220,923 | 2,554 | 34,227 | 257,704 | 180,264 | 2,336 | 49,474 | 232,074 |
| Professional fees | 112,191 | 200 | 77,265 | 189,656 | 48,378 | | 89,649 | 138,027 |
| Medical supplies | 131,695 | | | 131,695 | 136,372 | | | 136,372 |
| Physician services | 114,921 | | | 114,921 | 101,997 | | | 101,997 |
| Repairs and maintenance | 63,163 | 490 | 29,016 | 92,669 | 63,903 | 28,721 | | 92,624 |
| Interest | | | 57,245 | 57,245 | | | 70,380 | 70,380 |
| Utilities | 46,302 | | 23,853 | 70,155 | 46,119 | | 22,715 | 68,834 |
| Lab and radiology fees | 72,844 | 182 | 563 | 73,589 | 65,438 | 145 | 353 | 65,936 |
| Insurance | 22,759 | | 30,241 | 53,000 | 43,560 | | 20,794 | 64,354 |
| Office materials | 53,563 | 151 | 9,952 | 63,666 | 44,363 | 35 | 14,263 | 58,661 |
| Postage and shipping | 22,033 | 275 | 10,499 | 32,807 | 26,158 | 117 | 12,654 | 38,929 |
| Telephone and communications | 37,463 | | 3,828 | 41,291 | 27,510 | | 5,369 | 32,879 |
| Dues and subscriptions | 15,342 | 375 | 12,360 | 28,077 | 12,378 | 430 | 12,131 | 24,939 |
| Advertising and promotion (Note 1) | 20,800 | 20,857 | 288 | 41,945 | 3,877 | 22,685 | 130 | 26,692 |
| Travel | 20,448 | 668 | 5,993 | 27,109 | 20,449 | 177 | 5,741 | 26,367 |
| Education and training | 21,783 | 270 | 6,396 | 28,449 | 15,933 | 317 | 8,162 | 24,412 |
| Rent (Note 14) | 12,170 | | 5,570 | 17,740 | 6,176 | | 10,860 | 17,036 |
| Service charges | 10,774 | | 3,238 | 14,012 | 11,312 | | 4,917 | 16,229 |
| Printing | 1,380 | 2,509 | 835 | 4,724 | 3,795 | 1,333 | 648 | 5,776 |
| Real estate taxes | | | 1,368 | 1,368 | | | | |
| | <u>2,796,584</u> | <u>28,531</u> | <u>361,450</u> | <u>3,186,565</u> | <u>2,728,936</u> | <u>56,296</u> | <u>371,716</u> | <u>3,156,948</u> |
| Total Functional Expenses | \$ 7,300,409 | \$ 137,934 | \$ 1,050,293 | \$ 8,488,636 | \$ 7,077,342 | \$ 145,116 | \$ 1,020,853 | \$ 8,243,311 |

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

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Goodwin Community Health, a nonprofit corporation, was incorporated in 1971 in the state of New Hampshire to provide prenatal care, social support and public health services to low-income persons. Goodwin Community Health's revenues come primarily from patient service fees, including third party payers, federal and state government support and non-government organization grants.

These consolidated financial statements also include the financial statements of Great Bay Mental Health Associates, Inc. (Great Bay), a wholly-owned for-profit subsidiary, engaged in providing mental health services in the Strafford County, New Hampshire community through its employees and independent contractors who are qualified and licensed to practice in the State of New Hampshire. All material inter-company transactions and balances have been eliminated in consolidation. Goodwin Community Health and Great Bay are collectively referred to as "the Center".

Basis of Presentation

The consolidated financial statements of the Center have been prepared using the accrual method of accounting in accordance with professional standards. Under those standards, the Center is required to report information regarding its consolidated financial position and activities according to three classes of net assets; unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Unrestricted net assets are those that are not subject to donor-imposed stipulations. Temporarily restricted net assets are those whose use by the Center has been limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled or otherwise removed by actions of the Center. Permanently restricted net assets are those that are subject to donor-imposed stipulations that they be maintained permanently by the Center. The Center had no permanently restricted net assets at June 30, 2014 and 2013.

Use of Estimates

The preparation of consolidated financial statements requires management to make estimates and assumptions that affect the reported assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from the estimates.

Consolidated Statement of Activities

The Center has classified the consolidated statements of activities into two categories, operating and non-operating. The operating category represents the normal recurring activities of the Center. The non-operating activity captures non-recurring activity primarily related to gains and losses from the sale of property and equipment and income from rental activities.

Net Patient Service Revenue

Revenue is recorded at the Center's standard charges for patient services rendered. Under the terms of agreements with Medicare, Medicaid and other third party payors, reimbursement for the care of program beneficiaries may differ from the Center's standard charges. Differences are recorded as contractual adjustments, which are reflected as an adjustment to patient service revenue together with patient discounts. Credit is extended without collateral.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Charity Care

The Center provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Since the Center does not pursue collection of amounts determined to qualify as charity care, these amounts are reported as deductions from revenue (see Note 10).

Grants and Contracts

The Center receives funding from the federal Public Health Service Agency for its medical operations under a Bureau of Primary Health Care (BPHC) grant program. Since the BPHC grant is available for use in the majority of the Center's operations, it is reported as unrestricted in the consolidated financial statements.

Support received under grants and contracts with governmental agencies and private foundations is reported as revenue when terms of the agreement have been met.

Grants received for the purpose of acquiring long-lived assets are reported as support that increases temporarily restricted assets. The Center has adopted a policy of implying a time restriction on such grants that expire over the assets' useful life.

Contributions

Contributions, including pledges, are recognized as revenues in the period received. The Center reports contributions of cash and other assets received with donor-imposed time or purpose restrictions as temporarily restricted support. When a donor restriction expires, i.e., when a stipulated time restriction or purpose restriction ends, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Contributions received with donor-imposed restrictions that are met in the same year as received are reported as unrestricted revenues.

Management has evaluated its outstanding pledges at the end of June 30, 2014 and 2013, and has determined that all amounts are fully collectible and an allowance for uncollectible contributions is not considered necessary.

Advertising and Promotion

The Center expenses its advertising and promotion costs as incurred.

Cash and Cash Equivalents

For the purpose of reporting cash flows, the Center considers all unrestricted highly liquid debt instruments purchased with an initial maturity of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of contractual allowances and of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. At June 30, 2014 and 2013, the allowance for doubtful accounts was \$88,420 and \$137,852, respectively.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Accounts Receivable – Continued

In evaluating the collectability of accounts receivable, the Center analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for bad debts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the Center analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for bad debts, if necessary. For receivables associated with self-pay patients which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill, the Center records a significant provision for bad debts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The Center's allowance for doubtful accounts methodology for self-pay patients remained consistent with prior year. The Center allows for 100% of patient account receivables over 90 days, 75% over 60 days and 50% under 60 days. The Center's allowance account decreased by \$49,432 from fiscal year 2013 to fiscal year 2014. In addition, the Center's provision for bad debts for self-pay patients increased \$28,455 from \$275,559 for fiscal year 2013 to \$304,004 for fiscal year 2014. The changes were the result of positive trends experienced in the collection of amounts from self-pay patients in fiscal year 2014. The Center has not changed its charity care or uninsured discount policies during fiscal years 2014 and 2013.

Property and Equipment

Property and equipment are stated at cost. Depreciation is being provided by use of the straight-line method over the estimated useful lives of assets ranging from three to forty years.

Goodwill

Goodwill represents the excess of cost over fair value of net assets acquired through the acquisition of Great Bay. In accordance with professional standards, no amortization of goodwill will be taken as the Center evaluates the goodwill on an annual basis for potential impairment.

Income Taxes

Goodwin Community Health is a nonprofit organization as described in Section 501(c)(3) of the Internal Revenue Code and as such is exempt from federal income taxes on related income pursuant to Section 501(a) of the IRS Code. Great Bay is a nonexempt organization and files applicable Form 1120 (corporate return). No provision for income taxes was necessary as of June 30, 2014 and 2013.

Management evaluated the Center's tax positions and concluded that the Center had taken no uncertain tax positions that required adjustment to the consolidated financial statements. The Center does not expect that unrecognized tax benefits arising from tax positions will change significantly within the next twelve months. The Center is subject to U.S. federal and state examinations by tax authorities for years ended June 30, 2011 through June 30, 2014.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Functional Expenses

The expenses of providing the various programs and other activities have been summarized on a functional basis in the consolidated statement of functional expenses. Accordingly, expenses have been allocated among the programs and supporting services benefited. Expenses that can be identified with a specific program and support service are allocated directly. Other expenses that are common to several functions are allocated according to statistical bases.

Reclassifications

Certain amounts in the 2013 financial statement have been reclassified to conform to the 2014 presentation. There was no effect on the 2013 change in net assets as a result of such reclassifications.

NOTE 2 – CASH AND CASH EQUIVALENTS

The Center maintains cash balances in a local financial institution. These accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At various times throughout the year, the Center's cash balances exceeded FDIC insurance. The Center has not experienced any losses in such accounts and management believes it is not exposed to any significant credit risk.

NOTE 3 – ACCOUNTS RECEIVABLE

The composition of accounts receivable at June 30, were as follows:

| | 2014 | 2013 |
|---------------------------------------|------------------|------------------|
| Medicare | \$ 41,067 | \$ 37,570 |
| Medicaid | 145,010 | 17,944 |
| MaineCare | 4,576 | 11,070 |
| Private Insurance | 132,783 | 75,673 |
| Patients | 156,782 | 211,015 |
| Other | <u>25,906</u> | <u>14,520</u> |
| | 506,124 | 367,792 |
| Less: allowance for doubtful accounts | <u>(88,420)</u> | <u>(137,852)</u> |
| | <u>\$417,704</u> | <u>\$229,940</u> |

NOTE 4 – GRANTS RECEIVABLE

Grants receivable as presented on the consolidated statements of financial position represent payment due on grants and contracts from state and federal agencies and other organizations and are considered fully collectible by management as of June 30, 2014 and 2013.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

NOTE 5 – PLEDGES RECEIVABLE

Pledges receivable are summarized as follows at June 30:

| | 2014 | 2013 |
|--------------------|-----------------|-----------------|
| General operations | \$ 6,000 | \$15,599 |
| Capital campaign | <u>11,461</u> | <u>20,931</u> |
| | <u>\$17,461</u> | <u>\$36,530</u> |
| Amounts due in: | | |
| Less than one year | \$ 9,451 | \$25,036 |
| One to five years | <u>8,010</u> | <u>11,494</u> |
| | <u>\$17,461</u> | <u>\$36,530</u> |

The discount rate was not material and therefore not applied in 2014 and 2013 and an allowance for uncollectible pledges was not considered necessary at June 30, 2014 and 2013.

NOTE 6 – COST SETTLEMENT – MEDICARE

The Center renders services to individuals who are beneficiaries of the Federal Medicare program. Charges for services to beneficiaries of this program were billed to the Medicare intermediary. Settlements for differences between the interim rates paid by Medicare and the Center's actual cost for rendering care are based on annual cost report filings. The estimated amounts due to or from this program is reflected in the accompanying consolidated financial statements as cost settlement receivable or payable and are recorded as an increase or decrease to patient service revenue in the year the related care is rendered.

Any adjustments to the estimates as a result of final determination by the intermediary are recorded as increases or decreases to patient service revenue in the year of final determination.

NOTE 7 – PROPERTY AND EQUIPMENT

The following summarizes property and equipment at June 30:

| | 2014 | 2013 |
|--------------------------------|--------------------|--------------------|
| Building and improvements | \$5,670,162 | \$5,670,162 |
| Land | 718,427 | 718,427 |
| Equipment and furniture | <u>1,331,701</u> | <u>1,331,701</u> |
| | 7,720,290 | 7,720,290 |
| Less: accumulated depreciation | <u>(1,444,256)</u> | <u>(1,172,424)</u> |
| | <u>\$6,276,034</u> | <u>\$6,547,866</u> |

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

NOTE 8 – LINES OF CREDIT

Goodwin Community Health maintained a \$150,000 line of credit with a financial institution. Interest is at the Wall Street Journal prime rate plus 1% with a floor rate of 6.25% (6.25% at June 30, 2014 and 2013, respectively). The line of credit was due on demand and secured by substantially all the assets of Goodwin Community Health. The outstanding balance on the line of credit at June 30, 2013 was \$132,280. The balance was paid in full and the line of credit closed during the year ended June 30, 2014.

Goodwin Community Health maintains a \$200,000 line of credit with Frisbie Memorial Hospital. The line of credit is interest free, unsecured and due on demand. The outstanding balances on the line of credit at June 30, 2014 and 2013 were \$193,500 and \$195,000, respectively.

NOTE 9 – LONG-TERM DEBT

Long-term debt consisted of the following at June 30:

| | 2014 | 2013 |
|--|-------------------|-------------------|
| Note payable to a financial institution payable in 240 monthly installments, initial payments of \$4,464 including interest at a fixed rate of 4.75% until December 2018 at which time monthly payments shall be adjusted to reflect changes in interest rates, due December 2029. The note is secured by real estate. ** | \$ 584,049 | \$ 607,470 |
| Note payable to a financial institution payable in 60 monthly installments of \$596 including variable interest based on People's United Bank Prime Rate plus 1.50 percentage points over the index, currently at 4.75%, due June 2017, secured by all assets of Great Bay and an unlimited corporate guaranty of Goodwin Community Health. | 19,307 | 25,359 |
| Note payable to a not-for-profit corporation. The note is secured by real estate and substantially all the assets of the Center. An allonge dated September 19, 2012 extended the maturity date from July 1, 2014 to September 1, 2017 and converted the payment schedule to monthly principal and interest payments of \$8,069 with interest at 5.25%. ** | 288,858 | 368,172 |
| Note payable to a not-for-profit corporation payable in monthly installments of \$1,709 including interest at a fixed rate of 1.00% due July 2016. The note is unsecured. | 42,275 | 62,256 |
| Note payable to a financial institution payable in 60 monthly installments of \$1,860 including interest at a fixed rate of 4.75% due January 2019. The note is secured by all assets. ** | 90,112 | - |
| | <u>1,024,601</u> | <u>1,063,257</u> |
| Less: Current portion | <u>154,716</u> | <u>128,157</u> |
| | <u>\$ 869,885</u> | <u>\$ 935,100</u> |

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

NOTE 9 – LONG-TERM DEBT – CONTINUED

** The notes are subject to various administrative and financial covenants which the Center was in compliance with at June 30, 2014.

Future minimum principal payments as of June 30, 2014 are as follows:

| | |
|------------|--------------------|
| 2015 | \$ 154,716 |
| 2016 | 163,841 |
| 2017 | 148,442 |
| 2018 | 75,730 |
| 2019 | 43,045 |
| Thereafter | <u>438,827</u> |
| | <u>\$1,024,601</u> |

NOTE 10 – PATIENT SERVICE REVENUE

The Center recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. It recognizes significant amounts of patient service revenue at the time services are rendered even though it does not assess the patient's ability to pay. For uninsured patients who do not qualify for charity care, the Center recognizes revenue on the basis of its standard rates for services provided. On the basis of historical experience, a significant portion of the Center's uninsured patients will be unable or unwilling to pay for the services provided. Accordingly, the Center records a significant provision for bad debts related to uninsured patients in the period the services are provided. Patient service revenue, net of contractual allowances and discounts, recognized in the period from these major payor sources, is as follows:

| | 2014 | 2013 |
|-------------------------------|--------------------|--------------------|
| Gross patient service revenue | \$6,078,965 | \$5,723,972 |
| Contractual adjustments | (737,859) | (619,738) |
| Charity care | <u>(542,126)</u> | <u>(636,207)</u> |
| Patient service revenue | <u>\$4,798,980</u> | <u>\$4,468,027</u> |

The Center accepts patients regardless of their ability to pay. A patient is classified as a charity patient by reference to certain established policies, which define charity services as those services for which no payment is anticipated. In assessing a patient's eligibility for charity care, the Center uses federally established poverty guidelines. The Center is required to provide a full discount to patients with annual incomes at or below 100% of the poverty guidelines. For those patients with income between 100% and 200% of poverty guidelines, fees must be charged in accordance with a sliding scale discount policy based on family size and income. No discounts may be provided to patients with incomes over 200% of federal poverty guidelines.

Charity care is measured based on services provided at established rates but is not included in net patient service revenue. Costs and expenses incurred in providing these services are included in operating expenses. The Center determines the costs associated with providing charity care by calculating a ratio of costs to gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. Under this methodology, the estimated costs of caring for charity care patients for the years ended June 30, 2014 and June 30, 2013 were approximately \$680,000 and \$790,000, respectively. Charges for services rendered to individuals from whom payment is expected and ultimately not received are written off as part of the provision for bad debts.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

NOTE 11 – TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consisted of the following at June 30:

| | 2014 | 2013 |
|-------------------------------|--------------------|--------------------|
| Grants for construction costs | \$5,107,237 | \$5,245,938 |
| Grants for equipment | 246,178 | 347,524 |
| Grants for regional network | 49,105 | |
| Pledges receivable | <u>17,461</u> | <u>36,530</u> |
| | <u>\$5,419,981</u> | <u>\$5,629,992</u> |

NOTE 12 – GRANTS, CONTRACTS AND CONTRIBUTION REVENUE

Grants, contracts and contributions included in operating revenue and support in the consolidated statements of activities consisted of the following at June 30:

| | 2014 | 2013 |
|---|--------------------|--------------------|
| U.S. Department of Health and Human Services Community Health Center Grant | \$ <u>983,748</u> | \$ <u>808,480</u> |
| State of New Hampshire | | |
| Family Planning | 114,834 | 130,905 |
| Primary Care | 323,005 | 248,712 |
| Public Health | 150,103 | |
| Oral Health | 34,778 | 18,077 |
| Substance Abuse & Prevention | | 74,237 |
| Breast and Cervical Cancer Screening | 37,255 | 31,102 |
| Woman, Infants, and Children | <u>433,714</u> | <u>452,980</u> |
| | <u>1,093,689</u> | <u>956,013</u> |
| Wentworth Douglass Hospital | 150,000 | 125,000 |
| NH Charitable Foundation | 50,000 | 104,554 |
| Other grants and contributions | <u>198,356</u> | <u>177,344</u> |
| | <u>398,356</u> | <u>406,898</u> |
| | <u>\$2,475,793</u> | <u>\$2,171,391</u> |

NOTE 13 – DEFINED CONTRIBUTION 401(k) PLAN

The Center sponsors a defined contribution 401(k) plan for all eligible employees. Employer discretionary matching contributions are 100% of contributions up to 3% of eligible employees' salaries. In September 2010, the Center temporarily suspended the employer match.

NOTE 14 – LEASES

The Center is lessor under several non-cancelable leases for certain office space in its Somersworth, New Hampshire location. The leases call for monthly rental payments ranging from \$225 to \$863 and expire in April 2016.

The Center leased office space as a tenant at will. Rent expense was \$6,600 for the years ended June 30, 2014 and 2013.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

NOTE 15 – WIC FOOD VOUCHERS

The Center acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). This program is funded by the U.S. Department of Agriculture (C.F.D.A 10.557). The value of food vouchers distributed by the Center was \$1,572,910 and \$1,644,806 for the years ended June 30, 2014 and 2013, respectively. These amounts are included in the accompanying consolidated financial statements.

NOTE 16 – CONTINGENCIES

Notice of Federal Interest

During the year ended June 30, 2011, the Center received federal grant funding totaling \$4,957,300 under the ARRA - Facilities Improvement Program for construction of a new health center building. The project was completed and the building was placed in service in May 2011. In accordance with the grant agreement, a Notice of Federal Interest (NFI) is required to be recorded in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management, Health Resources and Services Administration (OFAM, HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

Mortgage Deed

During the year ended June 30, 2011, the Center was the beneficiary of an award by the New Hampshire Community Development Finance Authority (CDFA) of \$108,000 in the form of Community Development Investment Program (CDIP) funds. The grant was awarded for the purposes of development and construction of a new health center building. On August 4, 2011, a mortgage deed was given to guarantee a long-term benefit to low and moderate-income individuals, by requiring that the property remain in the ownership of the Center, or another non-profit entity approved by CDFFA, for a period of ten years. In the event the project property is sold to a third party, not approved by CDFFA, an amount equal to the total amount of CDIP funds disbursed by CDFFA (\$108,000) will be repaid to CDFFA.

NOTE 17 – EVALUATION OF SUBSEQUENT EVENTS

Management has evaluated subsequent events through November 25, 2014, the date the consolidated financial statements were available to be issued.

Consolidating Schedule of Financial Position

June 30, 2014

| ASSETS | Goodwin Community Health | Great Bay | Eliminations | Consolidated |
|--|--------------------------------|-------------------|---------------------|---------------------|
| Current Assets | | | | |
| Cash and cash equivalents | \$ 634,174 | \$ 21,405 | | \$ 655,579 |
| Accounts receivable, net | 446,806 | 125,184 | \$ (154,286) | 417,704 |
| Grants receivable | 145,940 | | | 145,940 |
| Current portion of pledges receivable | 9,451 | | | 9,451 |
| Prepaid expenses | 5,896 | 1,797 | | 7,693 |
| Total Current Assets | <u>1,242,267</u> | <u>148,386</u> | <u>(154,286)</u> | <u>1,236,367</u> |
| Property and Equipment, Net | <u>6,272,158</u> | <u>3,876</u> | | <u>6,276,034</u> |
| Other Assets | | | | |
| Goodwill | 45,000 | | (27,418) | 17,582 |
| Pledges receivable, net of current portion | 8,010 | | | 8,010 |
| Total Other Assets | <u>53,010</u> | | <u>(27,418)</u> | <u>25,592</u> |
| Total Assets | <u>\$ 7,567,435</u> | <u>\$ 152,262</u> | <u>\$ (181,704)</u> | <u>\$ 7,537,993</u> |
| LIABILITIES AND NET ASSETS | | | | |
| Current Liabilities | | | | |
| Accounts payable | \$ 180,453 | \$ 154,407 | \$ (153,623) | \$ 181,237 |
| Accrued expenses | 306,222 | 57,601 | | 363,823 |
| Lines of credit | 193,500 | | | 193,500 |
| Current portion of long-term debt | 148,377 | 6,339 | | 154,716 |
| Total Current Liabilities | <u>828,552</u> | <u>218,347</u> | <u>(153,623)</u> | <u>893,276</u> |
| Long-term Liabilities | | | | |
| Long-term debt, net of current portion | 856,917 | 13,631 | (663) | 869,885 |
| Total Liabilities | <u>1,685,469</u> | <u>231,978</u> | <u>(154,286)</u> | <u>1,763,161</u> |
| Net Assets | | | | |
| Unrestricted (Deficit) | 461,985 | (79,716) | (27,418) | 354,851 |
| Temporarily restricted | 5,419,981 | | | 5,419,981 |
| Total Net Assets (Deficit) | <u>5,881,966</u> | <u>(79,716)</u> | <u>(27,418)</u> | <u>5,774,832</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 7,567,435</u> | <u>\$ 152,262</u> | <u>\$ (181,704)</u> | <u>\$ 7,537,993</u> |

Consolidating Schedule of Activities of Unrestricted Net Assets

Year Ended June 30, 2014

| | Unrestricted Goodwin Community Health | Unrestricted Great Bay | Eliminations | Total |
|---|--|---------------------------|--------------------|-------------------|
| Operating Revenue and Support | | | | |
| Patient service revenue | \$ 4,057,589 | \$ 741,391 | | \$ 4,798,980 |
| Provision for bad debts | (302,150) | (1,854) | | (304,004) |
| Net patient service revenue | <u>3,755,439</u> | <u>739,537</u> | | <u>4,494,976</u> |
| Grants, contracts and contributions | 2,409,793 | | | 2,409,793 |
| WIC food vouchers | 1,572,910 | | | 1,572,910 |
| Other | 150,554 | | | 150,554 |
| | <u>7,888,696</u> | <u>739,537</u> | | <u>8,628,233</u> |
| Net assets released from restrictions | 276,011 | | | 276,011 |
| Total Operating Revenue and Support | <u>8,164,707</u> | <u>739,537</u> | | <u>8,904,244</u> |
| Functional Expenses | | | | |
| Program services | 6,733,373 | 613,197 | \$ (46,161) | 7,300,409 |
| Fundraising | 137,934 | | | 137,934 |
| General and administrative | 966,043 | 89,379 | (5,129) | 1,050,293 |
| Total Expenses | <u>7,837,350</u> | <u>702,576</u> | <u>(51,290)</u> | <u>8,488,636</u> |
| Change In Unrestricted Net Assets from Operations | 327,357 | 36,961 | 51,290 | 415,608 |
| Non-Operating Revenue and Support | | | | |
| Rent income | 64,340 | | (51,290) | 13,050 |
| Total Change in Unrestricted Net Assets | 391,697 | 36,961 | | 428,658 |
| Unrestricted Net Assets (Deficit), Beginning of Year | <u>70,288</u> | <u>(116,677)</u> | <u>(27,418)</u> | <u>(73,807)</u> |
| Unrestricted Net Assets (Deficit), End of Year | <u>\$ 461,985</u> | <u>\$ (79,716)</u> | <u>\$ (27,418)</u> | <u>\$ 354,851</u> |

Goodwin Community Health

| Name/Address | Occupation |
|--|---|
| Chair David B. Staples, DDS | Dentist Consumer |
| Vice Chair Valerie Goodwin | Business Consumer |
| Board Treasurer Mark Boulanger | CPA |
| Board Secretary: Kirsten Jones | Service Industry Consumer |
| | |
| Board Members | |
| Robert F. Kraunz, MD | Retired Physician |
| Allison Neal | Education Consultant Consumer |
| Hilton Kelly | Financial Advisor Consumer |
| Allyson Hicks | Hospital Finance Director |
| Don Chick | Photographer Consumer |
| Mathurin Malby, MD | Physician |
| Timothy M. Harrington, Esq. | Attorney |
| Jennifer Glidden | DHHS Admin. Supervisor Consumer |
| Lisa Hall | Retired Accountant |

CIRRICULUM VITAE

Kevin Benjamin Zent, MD
Family Practice with OB

| | |
|---|----------------------------------|
| Associate Chief Medical Officer- Goodwin Community Health Family Practice with OB - Goodwin Community Health (FQHC) | 2/2015-Present 7/2011-Present |
| Family Practice with OB - Greenfield Family Practice (FQHC) Greenfield, OH | 2006-7/2011 |
| Delivery privileges/neontatal privileges at Fayette County Memorial Hospital - Washington Courthouse, OH 25-30 deliveries/year - no C/S | 2006-7/2010 |
| Adult admitting privileges at Greenfield Area Medical Center Greenfield, OH | 2006-2011 |

EDUCATION

| | |
|---|-----------|
| Residency University of Cincinnati/The Christ Hospital Family Medicine/International Health Residency Cincinnati, OH | 2003-2006 |
| Medical School University of Louisville School of Medicine Louisville, KY | 1999-2003 |
| Undergraduate Asbury College - B.S. in History Wilmore, KY | 1995-1999 |

HONORS AND AWARDS

| | |
|--|-----------|
| Residency Stagaman Intern of the Year Award | 2004 |
| Medical School Magna Cum Laude | 2003 |
| Alpha Omega Alpha | 2002 |
| Who's Who | 2003 |
| Kentucky Academy of Family Physicians Award | 2003 |
| Joseph Collins Foundation Award | 2001-2003 |

| | |
|-------------------------------|-----------|
| Loman C. Trover Rural Scholar | 1999-2003 |
| Undergraduate | |
| Magna Cum Laude | 1999 |
| Who's Who | 1999 |
| Robert C. Byrd Scholarship | 1995-1999 |
| Rotary Club Scholarship | 1995-1996 |

RESEARCH

| | |
|---|------|
| "The Use of Advance Directives in an Elderly Population." University of Louisville | 2000 |
|---|------|

MEDICAL ORGANIZATIONS/CERTIFICATIONS

| | |
|---|-----------|
| Board Certified - American Board of Family Physicians | 2006-2013 |
| American Academy of Family Physicians | 2000-2011 |
| Ohio Academy of Family Physicians | 2006-2011 |
| Alpha Omega Alpha | 2002-2006 |
| American Medical Association | 2002- |

COMMUNITY SERVICE

| | |
|--|-----------|
| Member and elder, First Presbyterian Church Greenfield | 2007-2011 |
| Soccer coach - Greenfield YAS | 2009-2010 |
| High School Sunday school teacher/group leader | 2006-2011 |
| Honduras brigade team leader - residency | 2005 |
| Honduras brigade team member - residency | 2004 |

OTHER INTERESTS

Spending time with family - wife Autumn and kids, reading, string bass and guitar, backpacking, soccer, bluegrass music, involvement at church

Jessica Garlough

Education

Southern New Hampshire University
Bachelor of Arts
Major: Psychology Minor: Sociology

Work Experience

Goodwin Community Health

Family Planning Manager/ Social Work Supervisor
November 2012- Present

Social Worker/ Mental Health Coordinator
June 2006- 2012

- Intakes with high risk patients as needed for a social work assessment – (Any needs or programs that they may qualify for along with appropriate referrals) .
- Referral and coordination of care to specialized offices and/or treatment programs and therapies.
- Provide coordination between agencies regarding our mental health patients such as Portsmouth Regional Hospital Behavioral Health Unit, Social workers at WDH and FMH, Strafford County mental health Court, Community Partners etc.
- Work as a liaison between providers and patients – with any concerns, issues etc.
- Assist primary care providers as needed with mental health patients in office when situations arise-psychotic patient, emergency need for ER, Community partners referrals, family member intervention etc.

Strafford Care Coordinator
October 2008-Present

- Outreach to local providers in efforts to sign them as participants to the program.
- Work with other local programs and grants to assist in access of care-i.e. DHMC colonoscopy screenings.
- Advocate for clients/patients needing additional medical services/programs.

Strafford County Head Start/Babies Best Beginnings

Babies Best Beginnings Program Coordinator
February 2006- June 2006

Home Visitor
August 2001-June 2006

Women Infant & Children (WIC)
Farmers Market Nutrition Clerk
May 2000- February 2001

Easter Seals of New Hampshire
Resident Supervisor
May 2000-February 2001

Southern New Hampshire University
Resident Assistant
August 1999- May 2001

Certifications

Infant and Adult CPR Certified
First Aid Certified
Parent As Teachers (P.A.T.)

Honors

Graduate Cum Laude
Resident Assistant of the Month
Resident Assistant of the Year
PSI CHI (Psychology Honor Society)

References

Available Upon Request

MICHAEL F. THOMPSON

EDUCATIONAL EXPERIENCE

- 8/95 – 6/99 **UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL** *Worcester, Massachusetts*
Doctor of Medicine, June 1999
- 9/91 - 5/94 **PROVIDENCE COLLEGE** *Providence, Rhode Island*
Bachelor of Science, Summa Cum Laude in Computer Science
Award for Highest in Concentration Mathematics/Computer Science Major
Roddy Foundation Scholar – presented to a person following pre-medical course of study
Liberal Arts Honors Program
CRC Book Award for Excellence in Freshman Chemistry

POSTDOCTORAL TRAINING

- 7/99 – 6/02 **NH-DARTMOUTH FAMILY PRACTICE RESIDENCY PROGRAM** *Concord, New Hampshire*
PGY 3 - Served as Chief Resident for academic year 2001-2002

CLINICAL EXPERIENCE

- 8/02 – Present **GOODWIN COMMUNITY HEALTH** *Somersworth, New Hampshire*
Family Physician

HOSPITAL AFFILIATIONS

- 8/02 - Present **WENTWORTH-DOUGLASS HOSPITAL** *Dover, New Hampshire*
Active Staff
- 8/02 - Present **FRISBIE MEMORIAL HOSPITAL** *Rochester, New Hampshire*
Courtesy Staff

LICENSURE

- 6/97 **USMLE Step 1**
8/98 **USMLE Step 2**
5/01 **USMLE Step 3**
7/02 **American Board of Family Practice**

CERTIFICATION

- 7/01 **Advanced Cardiac Life Support**
7/01 **Neonatal Resuscitation Program**
3/00 **Advanced Life Support in Obstetrics**

WORK EXPERIENCE

- 6/95 – 10/99 **Self-employed** *Worcester, Massachusetts*
Supported and maintained software for data acquisition and analysis as a consultant
for a company based in France
- 6/94 – 6/95 **Autochrom, Inc.** *Milford, Massachusetts*
Worked with a team of engineers writing chromatography data acquisition and
analysis software

ACCOMPLISHMENTS

- 1988 **Eagle Scout**

David Lunianski D.O.

EDUCATION

Union College (1992-1996) Schenectady, N.Y. Bachelor of Science. Magna Cum Laude with honors

King's College London (1995) Philosophy and biology Immersion

University of California at Santa Barbara (1996-1998) Chemistry, Physics and Mathematics

University of New England College of Osteopathic Medicine (2000-2004). Doctor of Osteopathic Medicine.

CERTIFICATIONS EDUCATION

New Hampshire Board of Medical Licensure- 6/2014

National Board of Medical Examiners, Diplomate, 2008

Certified National Pharmaceutical Representative- CN# 578122011

ALSO 2008-2013

ACLS-2012-2014

AWARDS and HONORS

Graduated with honors Magna Cum Laude from Union College 1996

Member Psi Chi, the National Honors society in psychology 1994- present

Member of all academic water polo team (1992-1996) Union College

Physicians Advisory Committee- (2010-2011) Served as a sole member representing Barrington Family Medicine.

HEALTH CARE TRAINING/EMPLOYMENT

Brown University Family Medicine Training Program July 2004- December 2006 (academic emphasis)

Fort Collin's Family Medicine Training Program (with rural/procedural emphasis) July 2007- June 2009

Frisbie Memorial Hospital/Barrington Family Health, Barrington, New Hampshire. Family Medicine Practitioner January 2010-January 2011.

Goodwin Community Health Center, Somersworth, NH. Family Medicine Practitioner April 2013- Current

COMPUTATIONAL EXPERTISE

Facile in multiple electronic medical records (Logician, Meditech, eClinicalWorks)

Competent with both PC and Mac based computer operating systems.

PROFESSIONAL SOCIETIES

American Academy of Family Physicians 2004-Present

New Hampshire Medical Society-2012-Present

Surfing Doctors Association-2012-Present

PUBLICATIONS

Nemertean collections at The Santa Barbara Museum of Natural History: type specimens and vouchers for Wesley R. Coe's 1940 publication. F.G. Hochberg and David Lunianski. HYDROBIOLOGIA 365: 291-300 1998.

PROFESSIONAL INTERESTS

Surfing related injuries

Service to the underserved, uninsured and underprivileged in third world nations and the United States

Work in a community as a patient advocate

Establishment of cooperative measures to educate patients on basic health care topics

Health Informatics and electronic medical record design

Dawn Cheever Alie, RN

EDUCATION & LICENSURE

Bachelor of Science in Nursing (Accelerated Program), University of Southern Maine, Portland, ME, August 2014

Master of Science in Mental Health Counseling, New England College, Henniker, NH, December 2007

Bachelor of Arts in Psychology, University of New Hampshire, Durham, NH, May 2003

New Hampshire RN License No: 070645-21

NURSING EXPERIENCE

- **Registered Nurse (Per Diem)**, Mountain View Nursing Home, Ossipee, NH, 2014-Present
Perform assessments & evaluations; administer medications & treatments. Identify issues & raise concerns about resident progress. Communicate with facility staff, nursing aides, & outside agencies.
- **School Nurse Substitute**, Dover School District, Dover, NH, 2014-Present
Perform assessments; administer medications; provide first aid & direct student care. Communicate with school staff & families.

CLINICAL EXPERIENCE

- **Medical/Surgical II (Acute Care)**, Maine Medical Center, Portland, ME, Summer 2014 (56 hrs)
Utilized nursing process to plan and implement care for patients on pulmonary floor.
- **Birth Center Practicum**, York Hospital, York, ME, Summer 2014 (144 hrs)
Senior practicum. Provided care for mothers & newborns in birth center. Performed non stress tests on outpatient basis and assisted laboring mothers with support & comfort measures. Provided discharge instructions & educated families re: pregnancy care, complications, breastfeeding, & newborn care.
- **Pediatrics**, Barbara Bush Children's Hospital, Portland, ME, Spring 2014 (56 hrs)
Cared for patients ranging from infancy to adolescence; educated families & included them in care when possible.
- **Maternity**, Maine Medical Center, Portland, ME, Spring 2014 (56 hrs)
Provided nursing care for women & newborns in antepartum, postpartum, and labor & delivery. Shadowed NICU nurse & cared for infants in acute care nursery.
- **Community Nursing Partnership**, Sagamore Health Clinic, Portland, ME, Spring 2014 (112 hrs)
Provided in home nursing care to low income patients with chronic illnesses.
- **Mental Health Nursing**, Spring Harbor Hospital, Westbrook, ME, Fall 2013 (56 hrs)
Utilized therapeutic communication with adolescents in an inpatient setting.
- **Medical/Surgical**, Maine Medical Center, Portland, ME, Fall 2013 (112 hrs)
Performed physical assessments, developed care plans, obtained vitals, administered medications, assisted with ADL's, & provided education & nursing care to oncology patients.

RELATED PROFESSIONAL EXPERIENCE

Assessment & Counseling:

- Provided individual and group therapy, conflict resolution, and crisis intervention to clients.
- Assisted clients in developing and working toward individual academic, career, and personal/social goals.
- Completed assessments and developed service plans; ensured necessary services were provided to help meet plan goals and benchmarks.

Training & Psychoeducation Groups:

- Developed and implemented intervention and prevention programs with at-risk populations.
- Facilitated educational and therapeutic groups on topics such as anger management, conflict resolution, social skills, self-esteem, and bullying.
- Taught social skills, self-help skills, academic skills, and independent living skills.

Program Development:

- Developed and integrated therapeutic day program in a rural area, coordinating social, recreational, therapeutic, and community service activities for participants.
- Collaborated with clients, families, schools, and community personnel to assist in evaluating and meeting the needs of individuals.
- Actively involved families and collaterals in the development and implementation of behavior plans and interventions.
- Assisted with the orientation and training of new staff and interns.

EMPLOYMENT HISTORY

Registered Nurse. Goodwin Community Health, Somersworth, NH, 2014

Licensed Nursing Assistant, Genesis Healthcare, Wolfeboro, NH, 2013

Residential Counselor; Medical & Education Coordinator, Our House for Girls, Dover, NH, 2011-2012

School Counselor, Seacoast Learning Collaborative, Brentwood, NH, 2009-2011

Family Therapist & Adolescent Counselor, LifeShare Management, Inc, Manchester, NH, 2008-2009

Family Therapist & Counseling Intern, Familystrength, Dover, NH, 2006-2007

Residential Counselor & Case Manager, Our House for Girls, Dover, NH, 2002-2004; 2005-2008

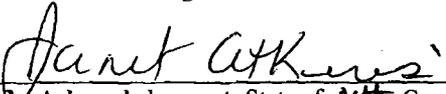
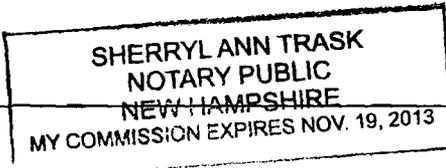
Subject: Family Planning

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--|--|--------------------------------------|
| 1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services | | 1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504 | |
| 1.3 Contractor Name Goodwin Community Health | | 1.4 Contractor Address 311 Route 108 Somersworth, NH 03878 | |
| 1.5 Contractor Phone Number 603-516-2550 | 1.6 Account Number 05-95-90-902010-5530-102-500734 05-95-45-450010-6146-502-500891 | 1.7 Completion Date June 30, 2015 | 1.8 Price Limitation \$262,334.04 |
| 1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief | | 1.10 State Agency Telephone Number 603-271-4501 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Janet Atkins, Executive Director | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stafford</u> On <u>5/14/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] | |  | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>Sherrylann Trask, Notary</u> | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Jeanne P. Herrick, Attorney</u> On: <u>27 May 2013</u> | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

Family Planning Services

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

CONTRACTOR NAME: Goodwin Community Health

ADDRESS: 311 Route 108
Somersworth, NH 03878

Executive Director: Janet Laatsch
TELEPHONE: 603-516-2550

The Contractor shall:

I. General Provisions

A) Eligibility and Income Determination

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

1. The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.
2. The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.
3. Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.
4. Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.
5. The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

B) Numbers Served

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

C) Culturally and Linguistically Appropriate Standards of Care

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

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

D) State and Federal Laws

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

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301 as most currently amended (1/05).
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offences.
3. Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

E) Relevant Policies and Guidelines

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

1. The (Federal) Office of Population Affairs, Office of Family Planning, *Program Guidelines for Project Grants for Family Planning Services*, dated January 2001, and subsequent amendments, program instructions and clarifications.
2. National program priorities established by the Office of Population Affairs.
3. The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.
4. The Contractor must submit to MCHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.
5. The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

F) Publications Funded Under Contract (Standard Language)

1. The DPHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DPHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.
3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

G) Subcontractors

1. If any service required by this exhibit is provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract.
2. In addition, the original DPHS Contractor will remain liable for all requirements included in this exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A. Service Requirements

1. Clinical Services

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

2. HIV Counseling and Testing

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

3. Health Education Materials

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

4. Sterilization Services

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

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

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

6. Research

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

7. School-based Education Programs

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

B) Staffing Provisions

1. Staff Training and Qualifications

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

2. Medical Director Participation

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

3. Community Education & Partnership Development

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

4. Staffing Changes

New Hires

The Contractor shall notify the Maternal and Child Health Section (MCHS) in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee shall accompany this notification.

Vacancies

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

C) Coordination of Services

1. The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.
2. As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.
3. As part of the Family Planning Workplan process, each Contractor will make plan explicitly identifying community services providers who will be contacted for face-to-face meetings intended to build partnerships, increase coordination and referrals with other providers.

D) Meetings and Trainings

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

III. Quality or Performance Improvement (QI/PI)

A) Workplans

1. Performance Workplans must be submitted and are used to monitor achievement of standard measures of performance of the services provided under this contract. Said workplan is incorporated herein by reference.
2. Performance Workplans and Workplan Outcome Reports will be completed according to the schedule and instructions provided by MCHS. The workplans are a key component of the DPHS and MCHS performance based contracting system and of this contract.
3. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS in to the agency's QI/PI plan. Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets. If the Contractor's performance is above the defined target, no additional information will need to be provided. It will be the understanding that activity and evaluation efforts were effective in reaching the desired outcome. If the Contractor's performance is below the defined target, an explanation must be provided of why and what action steps (corrective action plan) will be taken to improve performance.
4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the Contractor with reasonable notice of such changes.

B) Data and reporting requirements

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

1. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff list forms must be completed according to the relevant instructions and submitted as requested by DPHS.
2. The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
3. Completed UDS tables reflecting program performance in the previous calendar as requested by DPHS.
4. A copy of the Contractor's updated Sliding Fee Scale including the amounts(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.
5. An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.
6. Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.
7. By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report.

8. As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.
9. Comply with all Family Planning Program and STD/HIV Prevention Bureau requirements for reporting chlamydia testing.

C) On-site reviews

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

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Family Planning Services

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

CONTRACTOR NAME: Goodwin Community Health

ADDRESS: 311 Route 108
Somersworth, NH 03878

Executive Director: Janet Laatsch
TELEPHONE: 603-516-2550

Vendor #154703-B001

Job #90080203
#45130203

Appropriation #05-95-90-902010-5530-102-500734
#05-95-45-450010-6146-502-500891

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

\$110,966.28 for Family Planning Services, funded from 60% (\$66,579.77) federal funds from Title X Family Planning (CFDA #93.217), and 40% (\$44,386.51) general funds in SFY 14.

\$115,689.76 for Family Planning Services, funded from 63% (\$72,884.55) federal funds from Title X Family Planning (CFDA #93.217), and 37% (\$42,805.21) general funds in SFY 15.

\$35,678 for Family Planning Services - TANF, funded from 100% US Department of Health and Human Services, Administration for Children and Families funds (CFDA #93.558) in SFY 14 and 15.

TOTAL: \$262,334.04

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

Contractor Initials: JN

Date: 5-6-13

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

The remainder of this page is intentionally left blank.

Contractor Initials: JAT

Date: 5-6-13

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Renewal:**

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors); prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

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

Contractor Name

Period Covered by this Certification

Janet Atkins, Executive Director

Name and Title of Authorized Contractor Representative

Janet Atkins

Contractor Representative Signature

5/16/13

Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

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


Contractor Signature

Executive Director
Contractor's Representative Title

Goodwin Community Health
Contractor Name

5-6-13
Date

NH Department of Health and Human Services

Standard Exhibit F

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

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

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

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

PRIMARY COVERED TRANSACTIONS

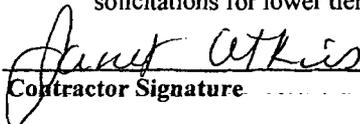
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

| | |
|--|--|
|  _____ Contractor Signature | Executive Director _____ Contractor's Representative Title |
| Goodwin Community Health _____ Contractor Name | 5-6-13 _____ Date |

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Janet Atkins

Contractor Signature

Executive Director

Contractor's Representative Title

Goodwin Community Health

Contractor Name

5-6-13

Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Janet Atkins
Contractor Signature

Executive Director
Contractor's Representative Title

Goodwin Community Health
Contractor Name

5-6-13
Date

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

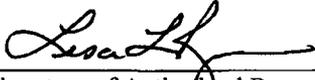
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DIVISION OF PUBLIC HEALTH SERVICES

Goodwin Community Health

The State Agency Name

Name of Contractor



Signature of Authorized Representative

Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

Janet Atkins

Name of Authorized Representative

Name of Authorized Representative

BUREAU CHIEF

Executive Director

Title of Authorized Representative

Title of Authorized Representative

5-30-2013

5-6-13

Date

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.



(Contractor Representative Signature)

 Janet Atkins, Executive Director
(Authorized Contractor Representative Name & Title)

Goodwin Community Health

(Contractor Name)

 6/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is:

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Division of Public Health Services

Agency Name: Goodwin Community Health

Name of Bureau/Section: Community Health Services/Maternal & Child Health/Family Planning Services

| BUDGET PERIOD: SFY 16 (7/1/15 - 6/30/16) | | | |
|---|---|---------------------------------------|--------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Dr. Kevin Zent, Associate Medical Director | \$180,066 | 0.00% | \$0.00 |
| Janet Laatsch, CEO | \$143,208 | 0.00% | \$0.00 |
| Erin Ross, CFO | \$91,125 | 0.00% | \$0.00 |
| Jessica Garlough, Family Planning Manager | \$54,101 | 35.00% | \$18,935.28 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$18,935.28 |

| BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17) | | | |
|---|---|---------------------------------------|--------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Dr. Kevin Zent, Associate Medical Director | \$180,066 | 0.00% | \$0.00 |
| Janet Laatsch, CEO | \$143,208 | 0.00% | \$0.00 |
| Erin Ross, CFO | \$91,125 | 0.00% | \$0.00 |
| Jessica Garlough, Family Planning Manager | \$54,101 | 35.00% | \$18,935.28 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$18,935.28 |

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc.), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



State of New Hampshire
Department of Health and Human Services
Amendment #1 to Family Planning Services Contract

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment 1") dated this 9th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Indian Stream Health Center, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 141 Corliss Lane, Colebrook, NH 03576.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item #94), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows to:

1. Amend Form P-37, Subject to read Family Planning Services
2. Amend Form P-37, Block 1.7 to read June 30, 2017
3. Amend Form P-37, Block 1.8 to read \$165,279.09
4. Amend Form P-37, Block 1.9 to read Eric Borrin
5. Amend Form P-37, Block 1.10 to read 603-271-9558
6. Amend Exhibit A, Scope of Services, Contract Period to read: "July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2017."
7. Amend Exhibit B, Purchase of Services, by:
 - 7.1. Changing Contract Period to read, "July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2017"
 - 7.2. Changing Job #45130203 to read Job #45030203
 - 7.3. Deleting paragraph 1 in its entirety and replacing it with new paragraph 1 and sub-paragraphs (a) and (b):
 1. The total amount of all payments made to the Contractor for the cost and expenses incurred in the performance of services during the period of July 1, 2015 through June 30, 2017 shall not exceed:



(a) \$39,572.87.00 in SFY 2016 and \$39,572.87.00 in SFY 2017 for a total amount of \$79,145.74.

(b) Funding is available as follows:

- \$36,160.47 – 61.2% Federal Funds from the Office of Population Affairs, Family Planning Services, Title X of the Public Health Services Act, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016063
- \$22,925.27 – 38.8% from General Funds
- \$20,060.00 – 100% Federal Funds from the Administration for Children and Families, Temporary Assistance for Needy Families, Title IV of the Social Security Act, (CFDA #93.558, FAIN 1502NHTANF).

7.4. Deleting paragraph 2 and replacing it with new paragraph 2:

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit B-1, Budget. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

7.5. Deleting paragraph 6 and replacing it with new paragraph 6:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

8. Add Exhibit B-1

9. Delete Exhibit C and replace with Exhibit C Amendment #1

10. Add Exhibit C-1

11. Delete Exhibit G and replace with Exhibit G Amendment #1

12. Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services
Family Planning Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

^{BSR}
~~6/12/15~~ 6/12/15

Date

State of New Hampshire
Department of Health and Human Services

Brook Dupee
Bureau Chief

4/29/15

Date

Indian Stream Health Center, Inc.

NAME Jonathan W. Brown
TITLE CEO

Acknowledgement:

State of New Hampshire, County of Coos on 4/29/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

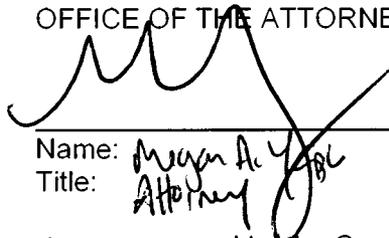
JULIE ANNE RIFPON
Justice of the Peace - New Hampshire
My Commission Expires October 3, 2017



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/8/15
Date


Name: Megan A. Yocum
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**Exhibit B-1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Indian Stream Health Center

Budget Request for: Family Planning

Budget Period: 7/1/15 - 6/30/16

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|--|---------------------|----------------|---------------------|---|
| 1. Total Salary/Wages | \$ 24,856.00 | \$ - | \$ 24,856.00 | |
| 2. Employee Benefits | \$ - | \$ - | \$ - | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ 4,686.87 | \$ - | \$ 4,686.87 | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ - | \$ - | \$ - | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specify details in addendum): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 29,542.87 | \$ - | \$ 29,542.87 | |

Indirect As A Percent of Direct 0.0%

Exhibit B-1 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Indian Stream Health Center

Budget Request for: Family Planning
(Name of RFP)

Budget Period: 7/1/16 - 6/30/17

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|--|---------------------|----------------|---------------------|---|
| 1. Total Salary/Wages | \$ 24,856.00 | \$ - | \$ 24,856.00 | |
| 2. Employee Benefits | | \$ - | \$ - | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ 4,686.87 | \$ - | \$ 4,686.87 | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ - | \$ - | \$ - | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (Specify details in addendum): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 29,542.87 | \$ - | \$ 29,542.87 | |

Indirect As A Percent of Direct

0.0%

NH DHHS
Exhibit B-1 Budget

Contractor Initials: JWB

Date: 4/29/15

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Indian Stream Health Center

Budget Request for: TANF
(Name of RFP)

Budget Period: July 1, 2015-June 30, 2016

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|--|---------------------|----------------|---------------------|---|
| 1. Total Salary/Wages | \$ 6,992.00 | \$ - | \$ 6,992.00 | |
| 2. Employee Benefits | \$ 2,098.00 | \$ - | \$ 2,098.00 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ 940.00 | \$ - | \$ 940.00 | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ - | \$ - | \$ - | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specify details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 10,030.00 | \$ - | \$ 10,030.00 | |

Indirect As A Percent of Direct

0.0%

Budget Goal - enter budget goal \$ -
Reconciliation - this line must equal \$0 \$ (10,030.00)

Contractor: JWB
initials
Date 4/29/15

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Indian Stream Health Center

Budget Request for: TANF
(Name of RFP)

Budget Period: July 1, 2016-June 30, 2017

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|--|---------------------|----------------|---------------------|---|
| 1. Total Salary/Wages | \$ 6,992.00 | \$ - | \$ 6,992.00 | |
| 2. Employee Benefits | \$ 2,098.00 | \$ - | \$ 2,098.00 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ 940.00 | \$ - | \$ 940.00 | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ - | \$ - | \$ - | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specify details in addendum): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 10,030.00 | \$ - | \$ 10,030.00 | |

Indirect As A Percent of Direct

0.0%

Budget Goal - enter budget goal \$ -
 Reconciliation - this line must equal \$0 \$ (10,030.00)

Contractor Initials: JWB
Date 4/29/15



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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) 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.



Exhibit C-1

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. **Renewal:**
As referenced in the Request for Proposals, Renewal Section, this competitively procured Agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.



CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G- Amendment #1

Contractor Initials JWB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



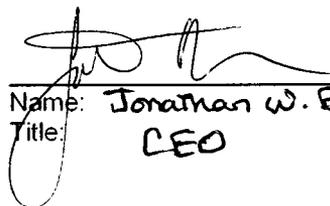
In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Indian Stream Health Center, Inc.

4/29/2015
Date


Name: Jonathan W. Brown
Title: CEO



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.



- 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



Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I Amendment #1

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 Amendment #1

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 Amendment #1

- 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.

NH D HHS
 The State
[Signature]
 Signature of Authorized Representative
Bureau Chief Brook Drape
 Name of Authorized Representative
Bureau Chief
 Title of Authorized Representative
4/2/15
 Date

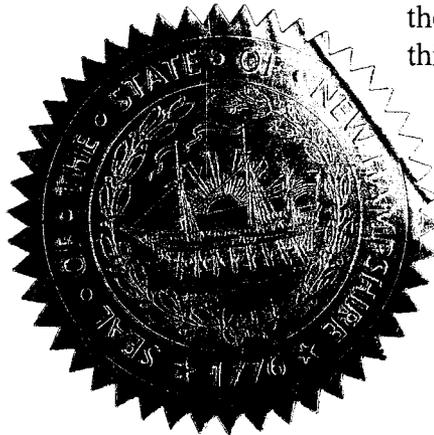
Indian Stream Health Center
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
Jonathan W. Brown
 Name of Authorized Representative
CEO
 Title of Authorized Representative
4/29/2015
 Date

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INDIAN STREAM HEALTH CENTER, INC. is a New Hampshire nonprofit corporation formed June 1, 2004. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April, A.D. 2015



William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Gail Fisher, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Indian Stream Health Center.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 4/29/2015:
(Date)

RESOLVED: That the Jonathan W. Brown
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 29th day of April, 2015.
(Date Contract Signed)

4. Jonathan W. Brown is the duly elected CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Gail Fisher
(Signature of the Elected Officer)

STATE OF NH
County of Coos

The forgoing instrument was acknowledged before me this 29th day of April, 2015.

By Gail Fisher
(Name of Elected Officer of the Agency)

Julie Riffon
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: October 3, 2017

JULIE ANNE RIFFON
Justice of the Peace - New Hampshire
My Commission Expires October 3, 2017



"MAXIMIZING THE QUALITY OF LIFE OF AREA RESIDENTS"

Mission Statement

"Our mission is to provide excellent preventive, acute, and wellness-focused health care to residents within the organization's service area regardless of a patient's ability to pay.

We will focus our resources to maximize the quality of life of area residents in a cost-effective and efficient manner."

141 Corliss Lane
Colebrook NH 03576
Telephone: (603) 237-8336 Facsimile: (603) 237-4467
www.indianstream.org

INDIAN STREAM HEALTH CENTER, INC.
AUDITED FINANCIAL STATEMENTS
DECEMBER 31, 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 Auditors' Report

Board of Directors
Indian Stream Health Center, Inc.
Colebrook, New Hampshire

We have audited the accompanying financial statements of Indian Stream Health Center, Inc., which comprise the balance sheets as of December 31, 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 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Indian Stream Health Center, Inc. as of December 31, 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 financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 25, 2014, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and important for assessing the results of our audit.

A handwritten signature in black ink, appearing to read "A. O'Neil".

Concord, New Hampshire
June 25, 2014

INDIAN STREAM HEALTH CENTER, INC.

BALANCE SHEETS

DECEMBER 31, 2013 AND 2012

ASSETS

| | <u>2013</u> | <u>2012</u> |
|--|---------------------|---------------------|
| Current Assets: | | |
| Cash and cash equivalents | \$ 425,098 | \$ 594,500 |
| Patient accounts receivable, net of allowance for doubtful accounts of \$206,006 and \$277,454 at December 31, 2013 and 2012, respectively | 341,567 | 297,092 |
| Grants receivable | 667,976 | 480,893 |
| Inventory | 78,035 | - |
| Prepaid expenses | 26,216 | 14,703 |
| Total Current Assets | <u>1,538,892</u> | <u>1,387,188</u> |
| Assets Limited As To Use | 65,000 | 149,929 |
| Property And Equipment, Net | 1,697,844 | 1,333,786 |
| Other Assets | 5,516 | 5,721 |
| TOTAL ASSETS | <u>\$ 3,307,252</u> | <u>\$ 2,876,624</u> |

LIABILITIES AND NET ASSETS

| | | |
|---|---------------------|---------------------|
| Current Liabilities: | | |
| Accounts payable and accrued expenses | \$ 63,707 | \$ 88,919 |
| Accrued payroll and related expenses | 61,681 | 52,023 |
| Deferred revenue | 567,919 | 371,269 |
| Current maturities of long-term debt | 36,182 | 17,877 |
| Total Current Liabilities | <u>729,489</u> | <u>530,088</u> |
| Long-term Debt, Less Current Maturities | 389,146 | 682,629 |
| Total Liabilities | <u>1,118,635</u> | <u>1,212,717</u> |
| Net Assets: | | |
| Unrestricted | 2,188,617 | 1,513,978 |
| Temporarily restricted | - | 149,929 |
| Total Net Assets | <u>2,188,617</u> | <u>1,663,907</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 3,307,252</u> | <u>\$ 2,876,624</u> |

(See accompanying notes to these financial statements)

INDIAN STREAM HEALTH CENTER, INC.
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012

| | 2013 | 2012 |
|---|--------------|--------------|
| Operating Revenue: | | |
| Patient service revenue | \$ 3,054,033 | \$ 2,797,828 |
| Provision for bad debt | (171,120) | (182,856) |
| Net patient service revenue | 2,882,913 | 2,614,972 |
| Grant revenue | 973,237 | 1,003,194 |
| Community benefit grants | 100,000 | 100,000 |
| Other operating revenue | 151,793 | 160,387 |
| Net assets released from restrictions for operations | - | 1,111 |
| Total Operating Revenue | 4,107,943 | 3,879,664 |
| Operating Expenses: | | |
| Salaries and benefits | 2,124,199 | 1,825,367 |
| Other operating expenses | 1,610,867 | 1,474,483 |
| Depreciation and amortization | 64,105 | 60,335 |
| Interest expense | 42,931 | 47,047 |
| Total Operating Expenses | 3,842,102 | 3,407,232 |
| OPERATING SURPLUS AND EXCESS OF REVENUE OVER EXPENSES | 265,841 | 472,432 |
| Grants received for capital acquisition | 260,061 | 241,862 |
| Net assets released from restriction for capital acquisition | 148,737 | - |
| INCREASE IN UNRESTRICTED NET ASSETS | \$ 674,639 | \$ 714,294 |

(See accompanying notes to these financial statements)

INDIAN STREAM HEALTH CENTER, INC.
STATEMENTS OF CHANGES IN NET ASSETS
FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012

| | <u>2013</u> | <u>2012</u> |
|--|----------------------------|----------------------------|
| Unrestricted Net Assets: | | |
| Excess of revenue over expenses | \$ 265,841 | \$ 472,432 |
| Grants received for capital acquisition | 260,061 | 241,862 |
| Net assets released from restriction for capital acquisition | <u>148,737</u> | <u>-</u> |
| Increase in Unrestricted Net Assets | <u>674,639</u> | <u>714,294</u> |
| Temporarily Restricted Net Assets: | | |
| Contributions for capital acquisition | - | 109,369 |
| Uncollectible pledges | (1,192) | |
| Net assets released from restrictions for operations | - | (1,111) |
| Net assets released from restriction for capital acquisition | <u>(148,737)</u> | <u>-</u> |
| (Decrease) Increase in Temporarily Restricted Net Assets | <u>(149,929)</u> | <u>108,258</u> |
| Change in Net Assets | 524,710 | 822,552 |
| Net Assets, Beginning of Year | <u>1,663,907</u> | <u>841,355</u> |
| NET ASSETS, END OF YEAR | <u><u>\$ 2,188,617</u></u> | <u><u>\$ 1,663,907</u></u> |

(See accompanying notes to these financial statements)

INDIAN STREAM HEALTH CENTER, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012

| | 2013 | 2012 |
|---|------------|------------|
| Cash Flows From Operating Activities: | | |
| Change in net assets | \$ 524,710 | \$ 822,552 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | |
| Provision for bad debts | 171,120 | 182,856 |
| Depreciation and amortization | 64,105 | 60,335 |
| Grants received for capital acquisition | (260,061) | (241,862) |
| Restricted contributions for capital acquisition | - | (108,258) |
| Uncollectible pledges | 1,192 | - |
| (Increase) decrease in the following assets: | | |
| Patient accounts receivable | (215,595) | (170,933) |
| Grants receivable | (187,083) | (404,860) |
| Inventory | (78,035) | - |
| Prepaid expenses | (11,513) | 887 |
| Increase (decrease) in the following liabilities: | | |
| Accounts payable and accrued expenses | (25,212) | 54,309 |
| Accrued payroll and related expenses | 9,658 | (8,552) |
| Deferred revenue | 196,650 | 218,476 |
| Net Cash Provided by Operating Activities | 189,936 | 404,950 |
| Cash Flows From Investing Activities: | | |
| Capital expenditures | (427,958) | (249,973) |
| Working capital reserve | (65,000) | - |
| Net Cash Used by Investing Activities | (492,958) | (249,973) |
| Cash Flows From Financing Activities: | | |
| Grants received for capital acquisition | 260,061 | 241,862 |
| Restricted contributions used for capital acquisition | 148,737 | - |
| Principal payments on long-term debt | (275,178) | (147,021) |
| Net Cash Provided by Financing Activities | 133,620 | 94,841 |

INDIAN STREAM HEALTH CENTER, INC.
 STATEMENTS OF CASH FLOWS (CONTINUED)
 FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012

| | 2013 | 2012 |
|--|------------|------------|
| Net (Decrease) Increase in Cash and Cash Equivalents | (169,402) | 249,818 |
| Cash and Cash Equivalents, Beginning of Year | 594,500 | 344,682 |
| CASH AND CASH EQUIVALENTS, END OF YEAR | \$ 425,098 | \$ 594,500 |
| Supplemental Disclosures of Cash Flow Information: | | |
| Cash paid for interest | \$ 42,931 | \$ 47,047 |

(See accompanying notes to these financial statements)

INDIAN STREAM HEALTH CENTER, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2013 AND 2012

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Indian Stream Health Center, Inc., "the Organization," is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides outpatient health care and disease prevention services to residents of rural communities located in New Hampshire, Vermont, and Maine.

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements. Management believes the Organization 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.

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.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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. Balances in excess of 120 days are 100% reserved. Management regularly reviews data about revenue 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.

A reconciliation of the allowance for doubtful accounts follows:

| | <u>2013</u> | <u>2012</u> |
|----------------------------|-------------------|-------------------|
| Balance, beginning of year | \$ 277,454 | \$ 176,585 |
| Provision | 171,120 | 182,856 |
| Write-offs | <u>(242,568)</u> | <u>(81,987)</u> |
| Balance, end of year | <u>\$ 206,006</u> | <u>\$ 277,454</u> |

Decrease in allowance for doubtful accounts is primarily a result of a decrease in balances greater than 120 days due to increased write-offs during the year.

Inventory

Inventory consists of pharmaceutical drugs which are valued at the lower of cost or market.

Assets Limited as to Use

Assets limited as to use include Federal 330 grant monies designated for working capital and assets restricted by donors for future property purchases and consisted of cash and cash equivalents. The donor restricted assets were used during 2013 for the construction of the in-house pharmacy.

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 are those whose use by the Organization has been limited by donors for a specific time or purpose.

Permanently restricted net assets are restricted by donors to be maintained by the Organization in perpetuity. The Organization has no permanently restricted net assets at December 31, 2013 and 2012.

Donor Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets.

When a donor restriction expires, that is when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reflected as unrestricted contributions in the Organization's financial statements.

Promises to Give

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. The discounts on those amounts are computed using risk-free interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. Conditional promises to give are not included as support until the conditions are substantially met.

Patient Service Revenue

The Organization has agreements with third-party payers that provide for payments to the Organization at amounts different from its established rates. A summary of the payment arrangements with major third-party payers follows:

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Patient Service Revenue (Continued)

- Medicare -- Primary care services rendered to Medicare program beneficiaries are reimbursed under cost reimbursement methodology. The Organization is reimbursed at a tentative encounter rate with final settlement determined after submission of annual cost reports by the Organization and audits thereof by the Medicare fiscal intermediary. The Organization's Medicare cost reports have been retroactively settled by the Medicare fiscal intermediary through December 31, 2012.
- Vermont Medicaid -- Primary care services rendered to Vermont Medicaid program beneficiaries are reimbursed under cost reimbursement methodology. The Organization is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the Organization and audits thereof by the Medicaid fiscal intermediary. The Organization's Vermont Medicaid cost reports have been retroactively settled by the Medicaid fiscal intermediary through June 30, 2010.
- Other payers -- The Organization also has entered into payment agreements with certain commercial insurance carriers, health maintenance Organizations and preferred provider Organizations. The basis for payment to the Organization under these agreements includes prospectively determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per member, per month basis.

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 net patient service revenues in the year that such amounts become known. The differences between amounts previously estimated and amounts subsequently determined to be recoverable from third-party payers increased patient service revenues by approximately \$46,973 and \$143,534 for the years ended December 31, 2013 and 2012, respectively.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Patient Service Revenue (Continued)

The Organization, as a FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization operates a pharmacy and also contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses incurred related to the program are included in other operating expenses. Expenses related to the operation of the Organization's pharmacy are categorized in the applicable operating expense classifications.

Excess (Deficit) of Revenue Over Expenses

The statements of operations reflect the excess (deficit) of revenues over expenses. Changes in unrestricted net assets, which are excluded from the excess (deficit) of revenues over expenses, consistent with industry practice, contributions of long-lived assets (including assets acquired using contributions which, by donor restriction were to be used for the purposes of acquiring such assets).

NOTE 2 ASSETS LIMITED AS TO USE

The composition and purpose of assets limited as to use at December 31, 2013 and 2012 follows:

| | <u>2013</u> | <u>2012</u> |
|--------------------------------------|------------------|-------------------|
| Cash and cash equivalents | \$ 65,000 | \$ 145,129 |
| Pledges receivable | <u>-</u> | <u>4,800</u> |
| Total | <u>\$ 65,000</u> | <u>\$ 149,929</u> |
| Working capital (Federal 330 monies) | \$ 65,000 | \$ - |
| Donor restricted: | | |
| Temporarily restricted (Note 6) | <u>-</u> | <u>149,929</u> |
| Total | <u>\$ 65,000</u> | <u>\$ 149,929</u> |

Cash and cash equivalents included in assets limited as to use are not included in cash and cash equivalents for cash flow purposes or in the concentration of risk disclosure.

NOTE 3 PROPERTY AND EQUIPMENT

The cost and accumulated depreciation of property and equipment at December 31, 2013 and 2012 follows:

| | <u>2013</u> | <u>2012</u> |
|-----------------------------------|---------------------|---------------------|
| Land | \$ 30,000 | \$ 30,000 |
| Building and improvements | 1,838,822 | 1,164,880 |
| Furniture and equipment | <u>100,920</u> | <u>128,314</u> |
| Total Cost | 1,969,742 | 1,323,194 |
| Less accumulated depreciation | <u>275,888</u> | <u>239,382</u> |
| Property and Equipment, Net | 1,693,854 | 1,083,812 |
| Construction in progress | <u>3,990</u> | <u>249,974</u> |
| Total Property and Equipment, Net | <u>\$ 1,697,844</u> | <u>\$ 1,333,786</u> |

In 2010 the Organization made renovations to the building with Federal grant funding under the ARRA - Capital Improvement Program. In 2013 the Organization began building a pharmacy with Federal grant funding under the ACA - Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest (NFI) is required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management, Health Resources and Services Administration (OFAM, HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

NOTE 4 LINE OF CREDIT

The Organization has a \$130,000 line of credit with a local bank, payable on demand through June 2014. The line of credit is secured by the Organization's business assets with interest at the prime rate plus 1% (4.25% at December 31, 2013). There was no balance outstanding at December 31, 2013 and 2012.

NOTE 5 LONG-TERM DEBT

A summary of notes payable at December 31, 2013 and 2012 follows:

| | <u>2013</u> | <u>2012</u> |
|--|-------------------|-------------------|
| Note payable to Dartmouth-Hitchcock Clinic (DHC) with an interest rate of 3.75% with monthly payments of principal and interest of \$1,595 through April 2019. The original principal balance was \$288,000 with \$100,000 of the original principal not subject to interest and which was forgiven on April 1, 2008, 2009 and 2010 in \$33,333 increments. The Organization made a \$100,000 advance payment to principal on December 31, 2012. | \$ - | \$ 7,771 |
| Mortgage payable to a local bank with an interest rate fixed at 4.6%, with monthly payments of principal and interest of \$2,466 through December 2023, secured by a first mortgage on the building with 90% of balance guaranteed by the United States Department of Agriculture. The Organization made a \$141,000 advance payment to principal on December 24, 2013 and modified the terms of the loan as reflected above. | 236,807 | 383,894 |
| Construction loan payable to a local bank with an interest rate fixed at 4.6%, with monthly payments of principal and interest of \$1,962 through December 2023, secured by a second Mortgage on the building with 90% of balance guaranteed by the United States Department of Agriculture. The Organization made a \$116,000 advance payment to principal on December 24, 2013 and modified the terms of the loan as reflected above. | <u>188,521</u> | <u>308,841</u> |
| Total long-term debt | 425,328 | 700,506 |
| Less current maturities | <u>36,182</u> | <u>17,877</u> |
| Total Long-term Debt Excluding Current Maturities | <u>\$ 389,146</u> | <u>\$ 682,629</u> |

NOTE 5 LONG-TERM DEBT (CONTINUED)

Scheduled principal repayments on long-term debt for the next five years and thereafter follows:

| <u>December 31,</u> | |
|---------------------|-------------------|
| 2014 | \$ 36,182 |
| 2015 | 37,322 |
| 2016 | 38,898 |
| 2017 | 40,540 |
| 2018 | 42,253 |
| Thereafter | <u>230,133</u> |
| Total | <u>\$ 425,328</u> |

NOTE 6 TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consisted of the following as of December 31, 2013 and 2012:

| | <u>2013</u> | <u>2012</u> |
|---|-------------|-------------------|
| Pledges for capital improvements from the capital campaign | \$ - | \$ 4,800 |
| Contributions for capital acquisition | <u>-</u> | <u>145,129</u> |
| Total | <u>\$ -</u> | <u>\$ 149,929</u> |

NOTE 7 PATIENT SERVICE REVENUE

A summary of patient service fees for the years ended December 31, 2013 and 2012 follows:

| | <u>2013</u> | <u>2012</u> |
|------------------------------------|---------------------|---------------------|
| Medicare | \$ 925,670 | \$ 817,687 |
| Medicaid | 425,825 | 422,850 |
| Third party payers and private pay | <u>477,553</u> | <u>446,882</u> |
| Medical patient service revenue | 1,829,048 | 1,687,419 |
| 340B pharmacy revenue | <u>1,224,985</u> | <u>1,110,409</u> |
| Total Patient Service Revenue | <u>\$ 3,054,033</u> | <u>\$ 2,797,828</u> |

NOTE 7 PATIENT SERVICE REVENUE (CONTINUED)

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 \$324,638 and \$272,007 for the years ended December 31, 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.

NOTE 8 FUNCTIONAL EXPENSES

The Organization provides various services to residents within its geographic location. Expenses related to providing these services for the years ended December 31, 2013 and 2012 follows:

| | <u>2013</u> | <u>2012</u> |
|----------------------------|---------------------|---------------------|
| Program services | \$ 3,165,961 | \$ 2,824,389 |
| Administrative and general | <u>676,141</u> | <u>582,843</u> |
| Total | <u>\$ 3,842,102</u> | <u>\$ 3,407,232</u> |

NOTE 9 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 December 31, 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 gap insurance coverage nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

NOTE 10 RETIREMENT PLAN

During 2013, the Organization established a SIMPLE IRA defined contribution plan. The Organization made contributions to the plan in the amount of \$24,365 for the year ended December 31, 2013.

NOTE 11 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 grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. The mix of accounts receivable from patients and third-party payers at December 31, 2013 follows:

| | |
|----------|-------------|
| Medicare | 53% |
| Medicaid | 14% |
| Other | <u>33%</u> |
| Total | <u>100%</u> |

NOTE 12 PRIOR YEAR COMPARATIVE AMOUNTS

Certain prior year comparative amounts were reclassified to be consistent with current year presentation.

NOTE 13 SUBSEQUENT EVENTS

For financial reporting purposes, subsequent events have been evaluated by management through June 25, 2014, which is the date the financial statements were available to be issued.

INDIAN STREAM HEALTH CENTER, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 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 | | | |
| Consolidated Health Centers | 93.224 | | \$ 789,494 |
| Affordable Care Act (ACA) Grants for Capital Development in Health Centers | 93.526 | | <u>260,061</u> |
| Total Health Center Cluster | | | 1,049,555 |
| Small Health Care Provider Quality Improvement | | | |
| | 93.912 | | <u>47,433</u> |
| Total Direct Programs | | | <u>1,096,988</u> |
| Pass-through programs from: | | | |
| State of New Hampshire Department of Health and Human Services: | | | |
| Title X Family Planning | 93.217 | 90080203 | 14,299 |
| TANF - Administration for Children and Family Needs | 93.558 | 45130203 | 9,337 |
| Primary Care Services | 93.994 | 90080000 | 6,827 |
| Coos County Family Health Services: | | | |
| Oral Health - Preventative Health Block Grant | 93.991 | | 7,853 |
| Dartmouth College: | | | |
| Breast and Cervical Cancer Program | 93.283 | 873 | <u>6,228</u> |
| Total Pass-through Programs | | | <u>44,544</u> |
| Total Expenditures of Federal Awards | | | <u>\$ 1,141,532</u> |

The accompanying notes are an integral part of this schedule.

INDIAN STREAM HEALTH CENTER, INC.
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2013

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards, "the Schedule", includes the federal grant activity of Indian Stream Health Center, Inc., "the Organization", under programs of the federal government for the year ended December 31, 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.

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BRAD BORBIDGE, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

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Independent Auditors' Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance with Government Auditing Standards

Board of Directors
Indian Stream Health Center, Inc.
Colebrook, 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 financial statements of Indian Stream Health Center, Inc., which comprise the balance sheets as of December 31, 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 financial statements, and have issued our report thereon dated June 25, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the 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 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 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. O'Neil", is located in the lower right quadrant of the page.

Concord, New Hampshire
June 25, 2014

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Independent Auditors' Report on Compliance for Each Major Federal
Program and Report on Internal Control Over Compliance

Board of Directors
Indian Stream Health Center, Inc.
Colebrook, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Indian Stream Health Center, 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 December 31, 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.

Auditors' 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 December 31, 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. O'Neil", is located in the lower right quadrant of the page.

Concord, New Hampshire
June 25, 2014

INDIAN STREAM HEALTH CENTER, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 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? | None Reported |
| 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? | None Reported |
| 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 | |
| Consolidated Health Centers | 93.224 |
| Affordable Care Act (ACA) Grants for Capital Development in Health Centers | 93.526 |

| | |
|--|-----------|
| D. Dollar threshold used to distinguish between Type A and Type B programs | \$300,000 |
|--|-----------|

| | |
|---|----|
| E. Auditee qualified as low-risk auditee? | No |
|---|----|

INDIAN STREAM HEALTH CENTER, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE YEAR ENDED DECEMBER 31, 2013

Section II - Findings and Questioned Costs

A. Financial Statements

There were no financial statement findings for the year ended December 31, 2013.

B. Federal Awards

There were no federal awards findings for the year ended December 31, 2013.

Section III - Prior Findings and Questioned Costs for the Year Ended December 31, 2012

A. Financial Statements

2012-1 General Ledger Reconciliation

Condition:

Cash and accounts receivable were not appropriately reconciled during the year and expenses were posted to incorrect accounting periods.

Recommendations:

We recommend management continue to provide the Finance Director with training and education opportunities to further enhance his knowledge of the financial and grant accounting and reporting requirements for a FQHC. We further recommend expenses be recorded based on the period in which the expenses were incurred.

Current Status:

Management committed to providing the Finance Director with training and education opportunities to further enhance his knowledge of the financial and grant accounting and reporting requirements. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported.

INDIAN STREAM HEALTH CENTER, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE YEAR ENDED DECEMBER 31, 2013

Section III - Prior Findings and Questioned Costs for the Year Ended December 31, 2012
(Continued)

B. Federal Awards

2012-1 General Ledger Reconciliation

Same as financial statement findings reported above

**INDIAN STREAM HEALTH
CENTER BOARD OF DIRECTORS
June 2014 to June
2015**

**CONTACT
LIST**

| Name & Status | Officers | Telephone - Home | Work Place Info | Home Address | E-mail Address |
|--------------------|----------------|------------------|-----------------|--------------|----------------|
| Rick Tillotson (U) | Treasurer | | | | |
| Julie Rifton (U) | | | | | |
| Steve Ellis (U) | | | | | |
| Dallas Chase (U) | | | | | |
| Gail Fisher (N) | President | | | | |
| Bill Freedman (U) | | | | | |
| Meissa Shaw (N) | Vice President | | | | |
| Linda Lomasney (U) | Secretary | | | | |
| Chad Fournier (N) | | | | | |
| Ben Young (U) | | | | | |

**June 2014 - June 2015
ADMINISTRATION CONTACT
LIST**

| | | | | | |
|----------------------|---------------------|--|--|--|--|
| Jonathan Brown | CEO | | | | |
| Bridge Freudenberger | Finance Director | | | | |
| Sharon Cleveland | Executive Assistant | | | | |
| | | | | | |

Tanya Young, RN



Summary of Qualifications

1988-1990 New Hampshire Vocational Technical College
Berlin, NH

- Associate Degree in Nursing

1990-Current

- Registered Nurse in the State of New Hampshire
License # 036365-21

Current

- AHA BLS Provider
- AHA ACLS Provider
- PALS Provider (updating in December)
- TNCC (need to update at next available date)

Professional Experience

1989-1990

Upper Connecticut Valley Hospital as a GPN, working in the Emergency Room, Medical Surgical Floor and Obstetrics while attending college for my Associates Degree in Nursing

1990-2010

Upper Connecticut Valley Hospital in Colebrook, NH

- Staff RN cross-trained in Labor & Delivery, Newborn Care, Emergency Dept., Medical-Surgical Dept. and Post Anesthesia Care Unit
- Charge Nurse of Med-Surg. Staff as needed (1991-2000)

1990-2007

- Perioperative Nursing (Scrub & Circulate)
- Interim OR/PACU Supervisor (1995-1996)

1996-1997

- Camp Nurse – Eckerd Family Youth Alternatives
Camp E-Toh-Anee Coleman State Park Colebrook, NH

1997-2010

- School Nurse – Pittsburg School in Pittsburg, NH
- Active member of Teen Task Force (Pregnancy Prevention)
- Leader in the Buckle – Up for Safety Program
- Leader in the Risk Watch Program (Injury Prevention Program)
- Instructor in Prevention Programs
-Sun Safety

- Healthy Eating/Exercise
- Dental Hygiene
- Handwashing/Cough Etiquette
- Helmet Safety
- Puberty Education
- Poison Prevention
- Provide annual Health Screenings and Immunizations

2001-2004

- Assist Physicians with School-Based Clinic
Pittsburg School

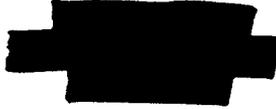
2010-present Indian Stream Health Center
Colebrook, NH 03576

Nursing Staff and Women's Health Program Supervisor
including Family Planning Administration, Manager of
Medication Assistance Program and Flu Clinics.

2011-present Board Member of Pittsburg School

2012-present Board Member of North Country Recreation
Center

Mary E. Judd, PA-C



NCCPA Board Certified

Education:

- 1988 The University of Texas-Southwestern Medical Center at Dallas Allied Health Sciences School
Physician Assistant Program; B.S., PA Certificate
- 1980 The University of Texas at El Paso
Biological Sciences; BS with High Honors

Professional Experience:

- December 2008-present Indian Stream Health Center, Inc.
Colebrook, NH
Provider of Family Practice primary care and responsible for Family Planning and Women's Health programs.
- May 2008-November 2008 Beecher Falls Clinic, LLC
Colebrook, NH
Responsible for clinic practice, immunizations, nursing duties, house calls. Performed groundwork to establish new private practice, provider credentialing, acquisition of equipment and supplies, designing office forms, and selecting and implementing EMR.
- August 2007-January 2008 Corner Medical
Lyndonville, VT
Responsible for clinic practice and women's cancer screenings
- November 1992-August 2007 Indian Stream Health Center, Inc.
Colebrook, NH
Responsible for clinic practice, well child and preschool clinics, women's cancer screening clinics, and provider for Family Planning services
- September 1991-February 1992 St. Vincent Hospital and Health Center
Billings, MT
Responsible for clinic practice, nursing home visits and hospital admissions
- December 1988-July 1991 Katahdin Valley Health Center
Patten, ME
Responsible for clinic practice, nursing home visits, and house calls

Jaimie Owen



Education:

2005-2008 Castleton State College Castleton, VT
Associated Degree in Nursing

Professional Experience:

June 2008-July 2010 Northeastern Vermont Regional Hospital St. Johnsbury, VT
Worked as a Registered Nurse, Med/Surg at a critical access hospital
July 2010- present Indian Stream Health Center Colebrook, NH 03576
Working as clinical support for Family Practice and Family Planning

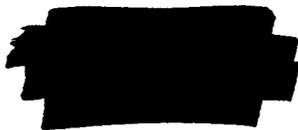
Summary of Qualifications/Licenses:

- Registered Nurse License in New Hampshire 062772-21
- Two years experience in acute care.
- IV certification and IV skills
- Current certification in BCLS
- Proficient in MediTeck, Electronic Medication Administration, and using the Pyxis system.
- Experience in teaching, organizing, and problem solving, as well as working as part of a team.
- Detail-oriented work ethic and style.
- Computer Skills: PC- Microsoft Windows, Internet Explorer, Word, Excel, and PowerPoint.

References:

Available upon request

Jonathan W. Brown



EXECUTIVE SUMMARY

A highly-motivated individual with a track record of strong technical and analytical skills, possessing a deep understanding of the Federally Qualified Health Center model, a fundamental knowledge of business development, management and an application of varied leadership styles tailored to produce the most favorable outcome.

EDUCATION

| | |
|---|------|
| University of Phoenix, Masters Business Administration | 2014 |
| University of Phoenix, Bachelor of Science Information Technology/Business Systems Analysis | 2012 |
| University of Phoenix, Associate Applied Science, Information Technology | 2010 |

PROFESSIONAL EXPERIENCE

| | |
|--|-------------|
| <i>Chief Executive Officer</i> Indian Stream Health Center, Colebrook, NH 03576 | Present |
| <i>Finance Director</i> Indian Stream Health Center, Colebrook, NH 03576 | 2012-2015 |
| <i>Information Systems Manager and Facilities Director</i> Indian Stream Health Center, Colebrook, NH 03576 | 2006 - 2012 |

CORE QUALIFICATIONS

- Strong understanding of FQHC model
- Systems design/management
- Strong analytical skills
- Establishing goals and setting priorities
- Effective communication skills
- Complex problem resolution
- Strong organizational skills
- Self directed with strong initiative
- Adaptability
- Integrity/Honor
- Good judgment
- Operations analysis
- Budget development
- Staff training/development
- Policy/program development
- Team leadership
- Project management
- Humor

AFFILIATIONS/EXTRAMURAL ACTIVITIES

| | |
|--|---------|
| North Country Chamber of Commerce, Director (served as President March 2013 - March 2014) | Present |
| Participant, Neil and Louise Tillotson Grantee Learning Community | 2013 |
| Participant, Office of Rural Health Policy Rural Voices Leadership Program | 2012 |
| The Dartmouth Institute's (TDI) Professional Education Program: Finance for Non-Financial Managers | 2011 |
| Participant, Leadership North Country Program | 2011 |
| Participant, Bi-State Leadership Development Program | 2010 |

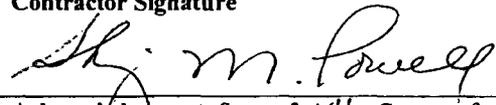
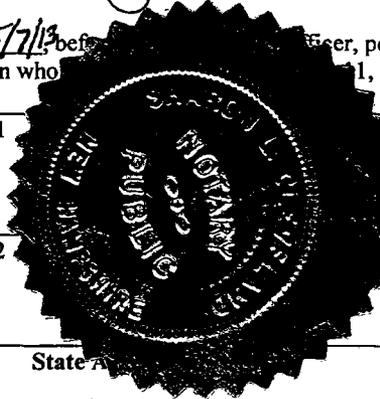
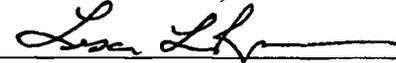
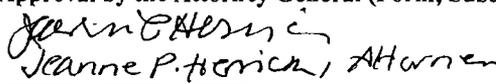
Subject: Family Planning

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|---|--|--|
| 1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services | | 1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504 | |
| 1.3 Contractor Name Indian Stream Health Center, Inc. | | 1.4 Contractor Address 141 Corliss Lane Colebrook, NH 03576 | |
| 1.5 Contractor Phone Number 603-237-8336 | 1.6 Account Number 05-95-90-902010-5530-102-500734 05-95-45-450010-6146-502-500891 | 1.7 Completion Date June 30, 2015 | 1.8 Price Limitation \$86,133.35 |
| 1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief | | 1.10 State Agency Telephone Number 603-271-4501 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Shirley M. Powell, CEO | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>COOS</u> On <u>5/7/13</u> before me, _____, Notary Public, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person who executed this document, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Notary Public  Sharon L. Cleveland, Notary Public My Commission Expires March 4, 2014 | | 1.13.2 Notary Public Sharon L. Cleveland, Notary Public My Commission Expires March 4, 2014 | |
| 1.14 State Agency Signatory  | | 1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief | |
| 1.16 Approval by the NH. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Horvick, Attorney On: 27 May 2013 | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

NH Department of Health and Human Services

Exhibit A

Scope of Services

Family Planning Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Indian Stream Health Center, Inc.

ADDRESS: 141 Corliss Lane
Colebrook, NH 03576

QA/Clinical Operations Director: Jill Gregoire

TELEPHONE: 603-237-8336

The Contractor shall:

I. General Provisions

A) Eligibility and Income Determination

Family Planning (FP) services will be provided to individuals of childbearing ages in New Hampshire (NH) who request such services. Preference will be given to clients who live within the Contractor's service area. Special emphasis will be placed on serving adolescents and individuals in low-income families (defined as \leq 250% of the U.S. Department of Health & Human Services "Poverty Guidelines").

1. The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.
2. The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.
3. Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.
4. Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.
5. The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

B) Numbers Served

The FP Program will provide comprehensive reproductive health care to include age-appropriate clients, anticipatory guidance, education, assessment, counseling on preconception health care (reproductive life plan) and referrals for nutrition services, substance abuse, domestic violence, sexual assault and other health related issues.

C) Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. Provide clients of limited English proficiency (LEP) with interpreter services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client, language line).

D) State and Federal Laws

The Contractor is responsible for compliance with all relevant state and Federal laws. Special attention is called to the following statutory responsibilities:

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301 as most currently amended (1/05).
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offences.
3. Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

E) Relevant Policies and Guidelines

Contractors operate, at minimum, in accordance with the following:

1. The (Federal) Office of Population Affairs, Office of Family Planning, *Program Guidelines for Project Grants for Family Planning Services*, dated January 2001, and subsequent amendments, program instructions and clarifications.
2. National program priorities established by the Office of Population Affairs.
3. The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.
4. The Contractor must submit to MCHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.
5. The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

F) Publications Funded Under Contract (Standard Language)

1. The DPHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DPHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.
3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

G) Subcontractors

1. If any service required by this exhibit is provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract.
2. In addition, the original DPHS Contractor will remain liable for all requirements included in this exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A. Service Requirements

1. Clinical Services

In addition to following the federal and state guidelines outlined above, clinical services will be guided by the protocol and practice guidelines established by the Contractor and will be supervised by a medical director qualified to oversee obstetric and gynecological care.

2. HIV Counseling and Testing

HIV counseling and testing provided by family planning Contractors must conform to CDC's Fundamentals of HIV Prevention Counseling and staff providing this counseling must be trained in this counseling model.

3. Health Education Materials

Health education materials are to be reviewed according to Federal Program Guidelines for Project Grants for Family Planning Services (reference section 6.8) and the NH State Family Planning Program's Information and Education Policy on the review, approval, and distribution of family planning materials. Delegate agencies may be asked to work with the State in identifying consumer volunteers to review educational materials in order to provide consumer input. Any and all materials an agency develops for marketing or patient education must be submitted, in its final draft form, for approval before printing or duplicating it in quantity.

4. Sterilization Services

Those Contractors providing sterilization services will adhere to all federal sterilization requirements as outlined in the Federal Program Guideline's Attachment C, Sterilization of Persons in Federally Assisted Family Planning Projects and subsequent revisions or amendments related to this federal requirement.

5. Transitional Assistance for Needy Families (TANF) and Title X FP Collaborative

The TANF and Title X Collaborative will conduct statewide activities to support knowledge of and access to FP services by populations in need, with a particular emphasis on Medicaid-eligible women and adolescents at risk for pregnancy. The Contractor shall produce a plan that documents a promotional & partnership building strategy and marketing/outreach campaign that includes identification of the target population, details, activities and projects for reaching the target population and specifies evaluation measures. The NH FP & Contractors will review the plan on an on-going basis to monitor progress towards outcomes and overall project goals.

6. Research

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform the Division of Public Health Services, Maternal and Child Health Section prior to initiating any research related to this contract.

7. School-based Education Programs

Contractors must enter into a written agreement with any school where the Contractor will implement sexuality education programs for students under the age of 18. The agreement must be signed by the school principal/or designee and must include a statement that information was provided to parents which offered the opportunity for the parents to opt their child out of any program to which the parent objects.

B) Staffing Provisions

1. Staff Training and Qualifications

Documentation will be available to show that all staff members employed in the Family Planning program has adequate training to fulfill their activities. Staff performing clinical functions will have NH licensing that is required for their responsibilities. Each agency will employ appropriate credentialing procedures to assure that clinical staffs have appropriate education and experience for their responsibilities.

2. Medical Director Participation

Each agency will have the services of a medical director who has special training and/or experience in family planning services. For each Contractor, the medical director and the clinical staff shall participate in the development and approval of specific guidelines for medical care that meet or exceed these minimal standards. In addition, the medical director shall participate in QI activities and be available to other staff for consultation.

3. Community Education & Partnership Development

The Contractor will designate one staff member or committee responsible for the coordination and development of a community education and outreach plan, to include partnership development so as to increase utilization of family planning services. A community education & outreach report will be required, as well as any supporting documentation that supports the development of partnerships with key community stakeholders.

4. Staffing Changes

New Hires

The Contractor shall notify the Maternal and Child Health Section (MCHS) in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee shall accompany this notification.

Vacancies

The Contractor must notify MCHS in writing of key positions (agency executive director, agency fiscal director, medical director, site manager, community educator, teen clinic coordinator, TANF coordinator) vacant for more than three months. This may be done through a budget revision. In addition, MCHS must be notified in writing if at any time any site funded under this agreement does not have adequate clinical and administrative staffing to perform all required services for more than one month.

C) Coordination of Services

1. The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.
2. As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.
3. As part of the Family Planning Workplan process, each Contractor will make plan explicitly identifying community services providers who will be contacted for face-to-face meetings intended to build partnerships, increase coordination and referrals with other providers.

D) Meetings and Trainings

The Contractor will be responsible to send staff to meetings and training required by the family planning program, including but not limited to: medical director's meetings, family planning director's meetings, community educator/clinic coordinators meetings, data training and review meetings and family planning orientation.

III. Quality or Performance Improvement (QI/PI)

A) Workplans

1. Performance Workplans must be submitted and are used to monitor achievement of standard measures of performance of the services provided under this contract. Said workplan is incorporated herein by reference.
2. Performance Workplans and Workplan Outcome Reports will be completed according to the schedule and instructions provided by MCHS. The workplans are a key component of the DPHS and MCHS performance based contracting system and of this contract.
3. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS in to the agency's QI/PI plan. Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets. If the Contractor's performance is above the defined target, no additional information will need to be provided. It will be the understanding that activity and evaluation efforts were effective in reaching the desired outcome. If the Contractor's performance is below the defined target, an explanation must be provided of why and what action steps (corrective action plan) will be taken to improve performance.
4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the Contractor with reasonable notice of such changes.

B) Data and reporting requirements

In addition to Performance Workplans and Outcome Reports, the Contractor shall submit to MCHS the following data used to monitor program performance:

1. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff list forms must be completed according to the relevant instructions and submitted as requested by DPHS.
2. The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
3. Completed UDS tables reflecting program performance in the previous calendar as requested by DPHS.
4. A copy of the Contractor's updated Sliding Fee Scale including the amounts(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.
5. An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.
6. Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.
7. By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report.

8. As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.
9. Comply with all Family Planning Program and STD/HIV Prevention Bureau requirements for reporting chlamydia testing.

C) On-site reviews

1. The Contractor shall allow a team or person authorized by the MCHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical services management, financial management and design and delivery of educational services to assure systems are adequate to provide the contracted services.
2. Reviews shall include client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. On-site reviews may be waived or abbreviated at the discretion of MCHS, upon submission of satisfactory reports of reviews such as Health Services Resources Administration (HRSA): Office of Performance Review (OPR), or reviews from nationally accreditation organizations such as the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), the Community Health Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Healthcare (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this exhibit, and actions to strengthen performance as outlined in the agency Performance Workplan.

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Family Planning Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Indian Stream Health Center, Inc.

ADDRESS: 141 Corliss Lane
Colebrook, NH 03576

QA/Clinical Operations Director: Jill Gregoire
TELEPHONE: 603-237-8336

Vendor #165274-B001

Job #90080203
#45130203

Appropriation #05-95-90-902010-5530-102-500734
#05-95-45-450010-6146-502-500891

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$25,155.18 for Family Planning Services, funded from 60% (\$15,093.11) federal funds from Title X Family Planning (CFDA #93.217), and 40% (\$10,062.07) general funds in SFY 14.

\$40,918.17 for Family Planning Services, funded from 63% (\$25,778.45) federal funds from Title X Family Planning (CFDA #93.217), and 37% (\$15,139.72) general funds in SFY 15.

\$20,060 for Family Planning Services - TANF, funded from 100% US Department of Health and Human Services, Administration for Children and Families funds (CFDA #93.558) in SFY 14 and 15.

TOTAL: \$86,133.35

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within nine months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

**Commissioner
NH Department of Health and Human Services,
129 Pleasant Street
Concord, NH 03301**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Indian Stream Health Center, Inc. From: July 1, 2013 or date of G&C Approval, whichever is later To: June 30, 2015
Contractor Name **Period Covered by this Certification**

Shirley M. Powell CEO
Name and Title of Authorized Contractor Representative

Shirley M. Powell 5/7/13
Contractor Representative Signature **Date**

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: July 1, 2013 or date of G&C Approval, whichever is later, through June 30, 2015

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Contractor Signature

CEO
Contractor's Representative Title

Indian Stream Health Center, Inc.
Contractor Name

5/7/13
Date

NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Sh M. Powell
Contractor Signature

CEO
Contractor's Representative Title

Indian Stream Health Center, Inc.
Contractor Name

5/1/13
Date

NH Department of Health and Human Services

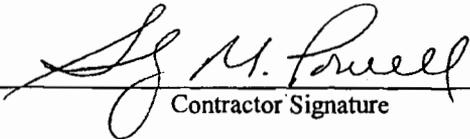
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.


Contractor Signature

CEO
Contractor's Representative Title

Indian Stream Health Center, Inc.
Contractor Name

5/7/2013
Date

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

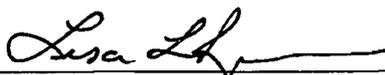
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DIVISION OF PUBLIC HEALTH SERVICES

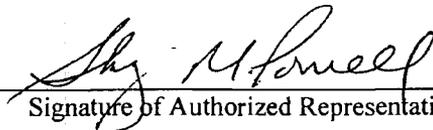
Indian Stream Health Center, Inc.

The State Agency Name

Name of Contractor



Signature of Authorized Representative



Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

Name of Authorized Representative

Shirley M. Powell

Name of Authorized Representative

BUREAU CHIEF

Title of Authorized Representative

CEO

Title of Authorized Representative

5-30-2013

Date

5/7/2013

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

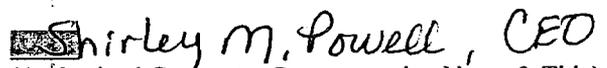
- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.


(Contractor Representative Signature)


(Authorized Contractor Representative Name & Title)

Indian Stream Health Center, Inc.
(Contractor Name)


(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is:

18225258

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO

YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Division of Public Health Services

Agency Name: Indian Stream Health Center

Name of Bureau/Section: Community Health Services/Maternal & Child Health/Family Planning Services

| BUDGET PERIOD: SFY 16 (7/1/15 - 6/30/16) | | | |
|---|---|---------------------------------------|--------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Jill M. Gregoire RN, MSN QA/Clinical Operations Director | \$75,000 | 0.00% | \$0.00 |
| Tanya Young RN Women's Health and Nursing Supervisor | \$56,160 | 5.00% | \$2,592.00 |
| Jamie Phillips RN FP Staff Nurse | \$45,760 | 32.00% | \$14,696.00 |
| Billie Paquette Administrative Support | \$29,120 | 50.00% | \$14,560.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$31,848.00 |

| BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17) | | | |
|---|---|---------------------------------------|--------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Jill M. Gregoire RN, MSN QA/Clinical Operations Director | \$75,000 | 0.00% | \$0.00 |
| Tanya Young RN Women's Health and Nursing Supervisor | \$56,160 | 5.00% | \$2,592.00 |
| Jamie Phillips RN FP Staff Nurse | \$45,760 | 32.00% | \$14,696.00 |
| Billie Paquette Administrative Support | \$29,120 | 50.00% | \$14,560.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$31,848.00 |

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc.), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to Family Planning Services Contract**

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment 1") dated this 9th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lamprey Health Care, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 207 South Main Street, Newmarket, NH 03857.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item #94), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows to:

1. Amend Form P-37, Subject to read Family Planning Services
2. Amend Form P-37, Block 1.7 to read June 30, 2017
3. Amend Form P-37, Block 1.8 to read \$857,740.20
4. Amend Form P-37, Block 1.9 to read Eric Borrin
5. Amend Form P-37, Block 1.10 to read 603-271-9558
6. Amend Exhibit A, Scope of Services, Contract Period to read: "July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2017."
7. Amend Exhibit B, Purchase of Services, by:
 - 7.1. Changing Contract Period to read, "July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2017"
 - 7.2. Changing Job #45130203 to read Job #45030203
 - 7.3. Deleting paragraph 1 in its entirety and replacing it with new paragraph 1 and sub-paragraphs (a) and (b):
 1. The total amount of all payments made to the Contractor for the cost and expenses incurred in the performance of services during the period of July 1, 2015 through June 30, 2017 shall not exceed:



**New Hampshire Department of Health and Human Services
Family Planning Services**

(a) \$231,301.86 in SFY 2016 and \$231,301.86 in SFY 2017 for a total amount of \$462,603.72.

(b) Funding is available as follows:

- \$246,737.42 – 61.2% Federal Funds from the Office of Population Affairs, Family Planning Services, Title X of the Public Health Services Act, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016063
- \$156,428.30 – 38.8% from General Funds
- \$59,438.00 – 100% Federal Funds from the Administration for Children and Families, Temporary Assistance for Needy Families, Title IV of the Social Security Act, (CFDA #93.558, FAIN 1502NHTANF).

7.4. Deleting paragraph 2 and replacing it with new paragraph 2:

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit B-1, Budget. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

7.5. Deleting paragraph 6 and replacing it with new paragraph 6:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

8. Add Exhibit B-1

9. Delete Exhibit C and replace with Exhibit C Amendment #1

10. Add Exhibit C-1

11. Delete Exhibit G and replace with Exhibit G Amendment #1

12. Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services
Family Planning Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

6/2/15
Date

State of New Hampshire
Department of Health and Human Services
Brook Dupee
Brook Dupee
Bureau Chief

4-22-15
Date

Lamprey Health Care, Inc.
Audrey Ashton-Savage
NAME Audrey Ashton Savage
TITLE President

Acknowledgement:
State of NH, County of Rockingham on 4-22-15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Michelle L. Gaudet
Name and Title of Notary or Justice of the Peace
MICHELLE L. GAUDET, Notary Public
My Commission Expires August 22, 2017

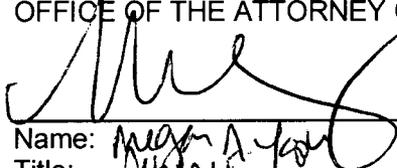
New Hampshire Department of Health and Human Services
Family Planning Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 4/8/15


Name: Matthew A. Ford
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

Exhibit B-1

Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Lamprey Health Care Inc

Budget Request for: Family Planning

Budget Period: 7/1/15 - 6/30/16

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|----------------------|----------------|----------------------|---|
| 1. Total Salary/Wages | \$ 145,809.30 | | \$ 145,809.30 | |
| 2. Employee Benefits | \$ 29,864.56 | | \$ 29,864.56 | |
| 3. Consultants | \$ - | | \$ - | |
| 4. Equipment: | \$ - | | \$ - | |
| Rental | \$ - | | \$ - | |
| Repair and Maintenance | \$ - | | \$ - | |
| Purchase/Depreciation | \$ - | | \$ - | |
| 5. Supplies: | \$ - | | \$ - | |
| Educational | \$ - | | \$ - | |
| Lab | \$ - | | \$ - | |
| Pharmacy | \$ - | | \$ - | |
| Medical | \$ 25,909.00 | | \$ 25,909.00 | |
| Office | \$ - | | \$ - | |
| 6. Travel | \$ - | | \$ - | |
| 7. Occupancy | \$ - | | \$ - | |
| 8. Current Expenses | \$ - | | \$ - | |
| Telephone | \$ - | | \$ - | |
| Postage | \$ - | | \$ - | |
| Subscriptions | \$ - | | \$ - | |
| Audit and Legal | \$ - | | \$ - | |
| Insurance | \$ - | | \$ - | |
| Board Expenses | \$ - | | \$ - | |
| 9. Software | \$ - | | \$ - | |
| 10. Marketing/Communications | \$ - | | \$ - | |
| 11. Staff Education and Training | \$ - | | \$ - | |
| 12. Subcontracts/Agreements | \$ - | | \$ - | |
| 13. Other (specific details mandatory): | \$ - | | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 201,582.86 | \$ - | \$ 201,582.86 | |

Indirect As A Percent of Direct

0.0%

**Exhibit B-1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Lamprey Health Care, Inc

Budget Request for: Family Planning
(Name of RFP)

Budget Period: 7/1/16 - 6/30/17

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|----------------------|----------------|----------------------|---|
| 1. Total Salary/Wages | \$ 145,809.30 | | \$ 145,809.30 | |
| 2. Employee Benefits | \$ 29,864.56 | | \$ 29,864.56 | |
| 3. Consultants | \$ - | | \$ - | |
| 4. Equipment: | \$ - | | \$ - | |
| Rental | \$ - | | \$ - | |
| Repair and Maintenance | \$ - | | \$ - | |
| Purchase/Depreciation | \$ - | | \$ - | |
| 5. Supplies: | \$ - | | \$ - | |
| Educational | \$ - | | \$ - | |
| Lab | | | \$ - | |
| Pharmacy | \$ - | | \$ - | |
| Medical | \$ 25,909.00 | | \$ 25,909.00 | |
| Office | \$ - | | \$ - | |
| 6. Travel | \$ - | | \$ - | |
| 7. Occupancy | \$ - | | \$ - | |
| 8. Current Expenses | \$ - | | \$ - | |
| Telephone | \$ - | | \$ - | |
| Postage | \$ - | | \$ - | |
| Subscriptions | \$ - | | \$ - | |
| Audit and Legal | \$ - | | \$ - | |
| Insurance | \$ - | | \$ - | |
| Board Expenses | \$ - | | \$ - | |
| 9. Software | \$ - | | \$ - | |
| 10. Marketing/Communications | \$ - | | \$ - | |
| 11. Staff Education and Training | \$ - | | \$ - | |
| 12. Subcontracts/Agreements | \$ - | | \$ - | |
| 13. Other (specific details mandatory): | \$ - | | \$ - | |
| | \$ - | | \$ - | |
| | \$ - | | \$ - | |
| | \$ - | | \$ - | |
| | \$ - | | \$ - | |
| | \$ - | | \$ - | |
| TOTAL | \$ 201,582.86 | \$ - | \$ 201,582.86 | |

Indirect As A Percent of Direct

0.0%

NH DHHS
Exhibit B-1 Budget

Contractor Initials: MAS

Date: 4/22/15

Exhibit B-1

Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Lampey Health Care, Inc

Budget Request for: TANF

Budget Period: 7/1/15 - 6/30/16

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|-----------------------|-------------------|---------------------|--|
| 1. Total Salary/Wages | \$ 23,435.70 | \$ - | \$ 23,435.70 | |
| 2. Employee Benefits | \$ 6,283.30 | \$ - | \$ 6,283.30 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ - | \$ - | \$ - | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 29,719.00 | \$ - | \$ 29,719.00 | |

Indirect As A Percent of Direct

0.0%

Contractor Initials: AMS

Date: 4/22/15

Exhibit B-1

Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Lamprey Health Care, Inc

Budget Request for: **TANF**

(Name of RFP)

Budget Period: 7/1/16 - 6/30/17

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|-----------------------|-------------------|---------------------|--|
| 1. Total Salary/Wages | \$ 23,435.70 | \$ - | \$ 23,435.70 | |
| 2. Employee Benefits | \$ 6,283.30 | \$ - | \$ 6,283.30 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ - | \$ - | \$ - | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 29,719.00 | \$ - | \$ 29,719.00 | |

Indirect As A Percent of Direct

0.0%

NH DHHS
Exhibit B-1 Budget

Contractor Initials: AAAS

Date: 4/22/15



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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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.



Exhibit C-1

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. **Renewal:**

As referenced in the Request for Proposals, Renewal Section, this competitively procured Agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G- Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: *Lamprey Health Care, Inc.*

4/22/15
Date

Audrey Ashton Savage
Name: *Audrey Ashton Savage*
Title: *President*



Exhibit I - Amendment #1

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 Amendment #1

- 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 Amendment #1

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 Amendment #1

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Exhibit I Amendment #1

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 Amendment #1

- 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.

NH DHHS
The State

Brad Dipee
Signature of Authorized Representative

Brad Dipee
Name of Authorized Representative

Bureau chief
Title of Authorized Representative

5/2/15
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

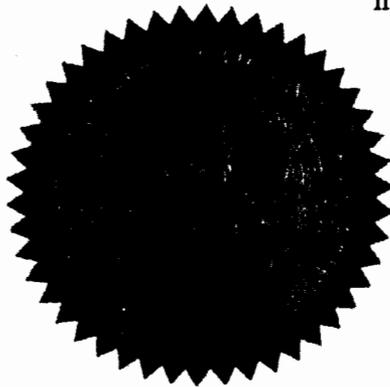
4/22/15
Date

**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 29th day of April, A.D. 2015



A handwritten signature in cursive script, appearing to read "William Gardner", is written over the printed name.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, George Donovan, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Lamprey Health Care, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on March 25, 2015
(Date):

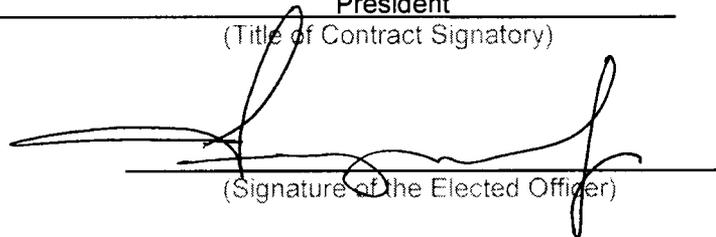
RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 22 day of April, 2015.
(Date Contract Signed)

4. Audrey Aston Savage is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

STATE OF New Hampshire

County of Rockingham

The forgoing instrument was acknowledged before me this 22nd day of April, 2015.

By George Donovan
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires August 22, 2017
MICHELLE L. GAUDET, Notary Public
My Commission Expires August 22, 2017

Client#: 246027

LAMPREYHEA1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

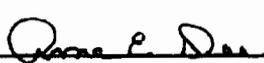
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|---|--|
| PRODUCER HUB Healthcare Solutions HUB International New England, LLC 136 Turnpike Road, Suite 105 Southborough, MA 01772 | CONTACT NAME: Amanda Keaveney PHONE (A/C, No, Ext): 508-303-9470 FAX (A/C, No): 508-303-9476 E-MAIL ADDRESS: amanda.keaveney@hubinternational.com |
| | INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity INSURER B: Atlantic Charter INSURER C: INSURER D: INSURER E: INSURER F: |
| INSURED LAMPREY HEALTH CARE, INC. 207 SOUTH MAIN STREET Newmarket, NH 03857 | NAIC # |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | PHPK1191125 | 07/01/2014 | 07/01/2015 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | PHPK1191125 | 07/01/2014 | 07/01/2015 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | PHUB463239 | 07/01/2014 | 07/01/2015 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N N/A | WCA00545402 | 07/01/2014 | 07/01/2015 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Policy contains 60 Days Notice of Cancellation except 10 Days for Non-Payment of Premium.

| | |
|---|---|
| CERTIFICATE HOLDER Director Division of Public Health Services; NH DHHS 29 Hazen Drive Concord, NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

LAMPREY HEALTH CARE

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, INC.
AND
FRIENDS OF LAMPREY HEALTH CARE, INC.
AUDITED CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2014 AND 2013

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Independent Auditors' 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, 2014 and 2013, 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.

Auditors' 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, 2014 and 2013, 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 23, 2014, 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. Wolf", is located in the lower right quadrant of the page.

Concord, New Hampshire
December 23, 2014

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.

CONSOLIDATED BALANCE SHEETS

SEPTEMBER 30, 2014 AND 2013

ASSETS

| | 2014 | 2013 |
|---|---------------|---------------|
| Current Assets: | | |
| Cash and cash equivalents | \$ 1,775,337 | \$ 2,141,018 |
| Accounts receivable, less allowance for doubtful accounts of \$231,834 and \$136,707 at September 30, 2014 and 2013, respectively | 989,558 | 697,315 |
| Grants receivable | 2,948,605 | 2,342,884 |
| Other receivables | 366,246 | 285,546 |
| Other current assets | 94,731 | 101,303 |
| Total Current Assets | 6,174,477 | 5,568,066 |
| Assets Limited As To Use | 1,946,541 | 1,983,526 |
| Property And Equipment, Net | 8,030,057 | 8,247,061 |
| TOTAL ASSETS | \$ 16,151,075 | \$ 15,798,653 |

LIABILITIES AND NET ASSETS

| | | |
|---|---------------|---------------|
| Current Liabilities: | | |
| Accounts payable and accrued expenses | \$ 174,455 | \$ 172,258 |
| Accrued salaries and related expenses | 947,248 | 1,004,995 |
| Due to third party payers | 73,250 | 73,250 |
| Deferred revenue | 3,125,597 | 2,547,702 |
| Current maturities of long-term debt | 82,770 | 106,330 |
| Total Current Liabilities | 4,403,320 | 3,904,535 |
| Long-term Debt, Less Current Maturities | 2,527,181 | 2,738,135 |
| Total Liabilities | 6,930,501 | 6,642,670 |
| Net Assets: | | |
| Unrestricted | 8,819,133 | 8,733,063 |
| Temporarily restricted | 401,441 | 422,920 |
| Total Net Assets | 9,220,574 | 9,155,983 |
| TOTAL LIABILITIES AND NET ASSETS | \$ 16,151,075 | \$ 15,798,653 |

(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, 2014 AND 2013

| | 2014 | 2013 |
|---|--------------|--------------|
| Operating Revenue: | | |
| Patient service revenue | \$ 7,328,236 | \$ 6,801,083 |
| Provision for bad debts | (495,147) | (401,602) |
| Net patient service revenue | 6,833,089 | 6,399,481 |
| Grants, contracts, and contributions, net | 4,102,931 | 3,933,920 |
| Other operating revenue | 1,193,248 | 2,470,950 |
| Net assets released from restriction for operations | 8,146 | - |
| Interest income | 721 | 1,879 |
| Total Operating Revenue | 12,138,135 | 12,806,230 |
| Operating Expenses: | | |
| Payroll and related expenses | 9,259,609 | 9,366,421 |
| Other operating expenses | 2,296,631 | 2,495,061 |
| Depreciation | 377,986 | 379,796 |
| Interest expense | 128,331 | 134,376 |
| Total Operating Expenses | 12,062,557 | 12,375,654 |
| OPERATING INCOME AND EXCESS OF REVENUE OVER EXPENSES | \$ 75,578 | \$ 430,576 |

(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, 2014 AND 2013

| | <u>2014</u> | <u>2013</u> |
|---|---------------------|---------------------|
| Unrestricted Net Assets: | | |
| Excess of revenue over expenses | \$ 75,578 | \$ 430,576 |
| Change in fair value of financial instrument | (2,841) | 56,115 |
| Net assets released from restrictions for capital acquisitions | <u>13,333</u> | <u>161,465</u> |
| Increase in Unrestricted Net Assets | <u>86,070</u> | <u>648,156</u> |
| Temporarily Restricted Net Assets: | | |
| Contributions | - | 68,981 |
| Net assets released from restrictions for operations | (8,146) | - |
| Net assets released from restrictions for capital acquisitions | <u>(13,333)</u> | <u>(161,465)</u> |
| Decrease in Temporarily Restricted Net Assets | <u>(21,479)</u> | <u>(92,484)</u> |
| Change in Net Assets | 64,591 | 555,672 |
| Net assets, beginning of year | <u>9,155,983</u> | <u>8,600,311</u> |
| NET ASSETS, END OF YEAR | <u>\$ 9,220,574</u> | <u>\$ 9,155,983</u> |

(See accompanying notes to these consolidated financial statements)

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2014 AND 2013

| | 2014 | 2013 |
|---|-----------|------------|
| Cash Flows From Operating Activities: | | |
| Change in net assets | \$ 64,591 | \$ 555,672 |
| Adjustments to reconcile change in net assets to net cash (used) provided by operating activities: | | |
| Provision for bad debt | 495,147 | 401,602 |
| Depreciation | 377,986 | 379,796 |
| Change in fair value of financial instrument | 2,841 | (56,115) |
| Restricted contributions | - | (68,981) |
| (Increase) decrease in the following assets: | | |
| Patients accounts receivable | (787,390) | (328,009) |
| Grants receivable | (605,721) | (91,477) |
| Other receivables | (80,700) | 87,224 |
| Other current assets | 6,572 | 8,188 |
| Increase (decrease) in the following liabilities: | | |
| Accounts payable and accrued expenses | 2,197 | (144,919) |
| Accrued payroll and related expenses | (57,747) | 152,662 |
| Deferred revenue | 577,895 | 90,657 |
| | (4,329) | 986,300 |
| Net Cash (Used) Provided by Operating Activities | | |
| Cash Flows From Investing Activities: | | |
| Decrease (increase) in assets limited as to use | 36,985 | (370,418) |
| Capital expenditures | (160,982) | (87,494) |
| | (123,997) | (457,912) |
| 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, 2014 AND 2013

| | 2014 | 2013 |
|--|--------------|--------------|
| Cash Flows From Financing Activities: | | |
| Restricted contributions | - | 68,981 |
| Principal payments on long-term debt | (237,355) | (101,527) |
| Net Cash Used by Financing Activities | (237,355) | (32,546) |
| Net (Decrease) Increase in Cash and Cash Equivalents | (365,681) | 495,842 |
| Cash and Cash Equivalents, Beginning of Year | 2,141,018 | 1,645,176 |
| CASH AND CASH EQUIVALENTS, END OF YEAR | \$ 1,775,337 | \$ 2,141,018 |
| Supplemental disclosure of cash flow information: | | |
| Cash paid for interest | \$ 128,331 | \$ 134,376 |

(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, 2014 AND 2013

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. The Organization is a Federally Qualified Health Center (FQHC) whose 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 2011.

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, 2014 and 2013.

A reconciliation of the allowance for doubtful accounts follows:

| | <u>2014</u> | <u>2013</u> |
|----------------------------|-------------------|-------------------|
| Balance, beginning of year | \$ 136,707 | \$ 133,624 |
| Provision | 495,147 | 401,602 |
| Write-offs | <u>(400,020)</u> | <u>(398,519)</u> |
| Balance, end of year | <u>\$ 231,834</u> | <u>\$ 136,707</u> |

The increase in in the allowance for doubtful accounts is primarily related to an increase in the age of the accounts receivable balances due to industry wide delays in state reimbursement and certain managed care providers, particularly related to health care reform.

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.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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.

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 that provide for payments to the Organization at amounts different from its established rates. A summary of the payment arrangements with major third-party payers follows:

- Medicare – Primary care services rendered to Medicare program beneficiaries are reimbursed under cost reimbursement methodology. The Organization is reimbursed at a tentative encounter rate with final settlement determined after submission of annual cost reports by the Organization and audits thereof by the Medicare fiscal intermediary. The Organization's Medicare cost reports have been retroactively settled by the Medicare Administrative Contractor through June 30, 2012.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Patient Service Revenue (Continued)

- Other payers -- The Organization also has entered into payment agreements with Medicaid, certain commercial insurance carriers, health maintenance Organizations and preferred provider Organizations. The basis for payment to the Organization under these agreements includes prospectively determined rates per visit and discounts from established charges.

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 \$26,724 and \$208,822 for the years ended September 30, 2014 and 2013, respectively.

The Organization, as a FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses incurred related to the program are included in other operating expenses.

Excess of Revenue Over Expenses

The statement of operations includes excess 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 2 ASSETS LIMITED AS TO USE

Assets limited as to use is composed of cash and cash equivalents and consisted of the following at September 30, 2014 and 2013:

| | <u>2014</u> | <u>2013</u> |
|---|-------------------------|-------------------------|
| United States Department of Agriculture: Rural Development loan agreements | \$ 142,359 | \$ 167,094 |
| Designated by the governing board: | | |
| Capital | 210,000 | 210,000 |
| Working capital (federal monies) | 507,000 | 507,000 |
| Transportation | 26,882 | 26,882 |
| Ann Peters health care access | 6,085 | 6,085 |
| ICD-10 implementation | 796,082 | 796,082 |
| Donor restricted: | | |
| Temporarily (Note 6) | <u>258,133</u> | <u>270,383</u> |
| Total | <u>\$ 1,946,541</u> | <u>\$ 1,983,526</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, 2014 and 2013 follows:

| | <u>2014</u> | <u>2013</u> |
|---------------------------------------|-------------------------|-------------------------|
| Land | \$ 1,146,784 | \$ 1,138,520 |
| Building and improvements | 10,345,448 | 10,331,023 |
| Furniture and equipment | <u>1,841,962</u> | <u>1,842,019</u> |
| Total Cost | 13,334,195 | 13,311,562 |
| Less, accumulated depreciation | <u>5,304,137</u> | <u>5,064,501</u> |
| Total Property and Equipment, Net | <u>\$ 8,030,057</u> | <u>\$ 8,247,061</u> |

NOTE 3 PROPERTY AND EQUIPMENT (CONTINUED)

In 2011 the Organization made renovations to certain buildings with Federal grant funding under the ARRA - Facility Improvement Program. In accordance with the grant agreement, a Notice of Federal Interest (NFI) is required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management, Health Resources and Services Administration (OFAM, HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

NOTE 4 LINE OF CREDIT

The Organization has an available \$1,000,000 revolving line of credit from a local bank through May 2016, 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, 2014 and 2013, respectively.

NOTE 5 LONG-TERM DEBT

A summary of notes payable at September 30, 2014 and 2013 follows:

| | <u>2014</u> | <u>2013</u> |
|--|-------------|-------------|
| Promissory note payable to TD Bank, N.A. See terms outlined below | \$ 958,515 | \$ 973,273 |
| 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. | 850,409 | 872,676 |

NOTE 5 LONG-TERM DEBT (CONTINUED)

| | <u>2014</u> | <u>2013</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. | 516,396 | 547,142 |
| 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. | 284,631 | 293,610 |
| 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. The note was paid in full in August 2014. | <u>-</u> | <u>157,764</u> |
| Total Long-term Debt | 2,609,951 | 2,844,465 |
| Less current maturities | <u>82,770</u> | <u>106,330</u> |
| Long-term Debt Excluding Current Maturities | <u>\$ 2,527,181</u> | <u>\$ 2,738,135</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 2013, 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 \$6,405 and \$3,563 at September 30, 2014 and 2013, 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, 2014.

Scheduled principal repayments on long-term debt for the next five years and thereafter follows:

| <u>September 30,</u> | |
|----------------------|---------------------|
| 2015 | \$ 82,770 |
| 2016 | 86,453 |
| 2017 | 90,313 |
| 2018 | 94,356 |
| 2019 | 99,144 |
| Thereafter | <u>2,156,915</u> |
| Total | <u>\$ 2,609,951</u> |

NOTE 6 TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets at September 30, 2014 and 2013 follows:

| | <u>2014</u> | <u>2013</u> |
|-----------------------------|-------------------|-------------------|
| Temporarily restricted for: | | |
| Diabetes | \$ 12,157 | \$ 20,303 |
| Capital acquisitions | <u>389,284</u> | <u>402,617</u> |
| Total | <u>\$ 401,441</u> | <u>\$ 422,920</u> |

The composition of temporarily restricted net assets at September 30, 2014 and 2013 follows:

| | <u>2014</u> | <u>2013</u> |
|--------------------------|-------------------|-------------------|
| Assets limited as to use | \$ 258,133 | \$ 270,383 |
| Property and equipment | <u>143,308</u> | <u>152,537</u> |
| Total | <u>\$ 401,441</u> | <u>\$ 422,920</u> |

NOTE 7 PATIENT SERVICE REVENUE

A summary of patient service revenue for the years ended September 30, 2014 and 2013 follows:

| | <u>2014</u> | <u>2013</u> |
|---------------------------------|---------------------|---------------------|
| Medical patient service revenue | \$ 7,315,803 | \$ 6,801,083 |
| 340B pharmacy revenue | <u>12,433</u> | <u>-</u> |
| Total Patient Service Revenue | <u>\$ 7,328,236</u> | <u>\$ 6,801,083</u> |

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 \$1,484,937 and \$1,787,696 for the years ended September 30, 2014 and 2013, 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.

NOTE 8 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, 2014 and 2013 follows:

| | <u>2014</u> | <u>2013</u> |
|----------------------------|---------------------|---------------------|
| Program services | \$10,338,279 | \$10,572,681 |
| Administrative and general | <u>1,724,278</u> | <u>1,802,973</u> |
| Total | <u>\$12,062,557</u> | <u>\$12,375,654</u> |

NOTE 9 RETIREMENT PLAN

The Organization sponsors a defined contribution plan under Section 403(b) of the Internal Revenue Code. Contributions to the plan amounted to \$344,393 and \$361,208 for the years ended September 30, 2014 and 2013, respectively.

NOTE 10 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, 2014, Medicare represented 15% and Medicaid represented 29% of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

NOTE 11 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, 2014, there were no known malpractice claims outstanding which in the opinion of management, will be settled for amounts in excess of both FTCA and medical malpractice insurance coverage; nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

NOTE 12 SUBSEQUENT EVENTS

For financial reporting purposes, subsequent events have been evaluated by management through December 23, 2014, 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, 2014

ASSETS

| | Lamprey Health Care, Inc. | Friends of Lamprey Health Care, Inc. | Eliminations | Totals |
|-----------------------------|------------------------------|--|--------------|---------------|
| Current Assets: | | | | |
| Cash and cash equivalents | \$ 1,230,606 | \$ 544,731 | \$ - | \$ 1,775,337 |
| Accounts receivable, net | 989,558 | - | - | 989,558 |
| Grants receivable | 2,948,605 | - | - | 2,948,605 |
| Other receivables | 366,246 | - | - | 366,246 |
| Other current assets | 94,731 | - | - | 94,731 |
| Total Current Assets | 5,629,746 | 544,731 | - | 6,174,477 |
| Assets Limited As To Use | 1,860,197 | 86,344 | - | 1,946,541 |
| Property And Equipment, Net | 5,793,927 | 2,236,130 | - | 8,030,057 |
| TOTAL ASSETS | \$ 13,283,870 | \$ 2,867,205 | \$ - | \$ 16,151,075 |

LIABILITIES AND NET ASSETS

| | | | | |
|---|---------------|--------------|------|---------------|
| Current Liabilities: | | | | |
| Accounts payable and accrued expenses | \$ 174,455 | \$ - | \$ - | \$ 174,455 |
| Accrued payroll and related expenses | 947,248 | - | - | 947,248 |
| Due to third party payers | 73,250 | - | - | 73,250 |
| Deferred revenue | 3,125,597 | - | - | 3,125,597 |
| Current maturities of long-term debt | 50,176 | 32,594 | - | 82,770 |
| Total Current Liabilities | 4,370,726 | 32,594 | - | 4,403,320 |
| Long-term Debt, Less Current Maturities | 1,424,735 | 1,102,446 | - | 2,527,181 |
| Total Liabilities | 5,795,461 | 1,135,040 | - | 6,930,501 |
| Net Assets: | | | | |
| Unrestricted | 7,099,125 | 1,720,008 | - | 8,819,133 |
| Temporarily restricted | 389,284 | 12,157 | - | 401,441 |
| Total Net Assets | 7,488,409 | 1,732,165 | - | 9,220,574 |
| TOTAL LIABILITIES AND NET ASSETS | \$ 13,283,870 | \$ 2,867,205 | \$ - | \$ 16,151,075 |

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 | 1,864,232 | 119,294 | - | 1,983,526 |
| Property And Equipment, Net | 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 STATEMENT OF OPERATIONS

FOR THE YEAR ENDED SEPTEMBER 30, 2014

| | Lamprey Health Care, Inc. | Friends of Lamprey Health Care, Inc. | Eliminations | Totals |
|---|------------------------------|--|--------------|------------|
| Operating Revenue: | | | | |
| Patient service revenue | \$ 7,328,236 | - | - | 7,328,236 |
| Provision for bad debts | (495,147) | - | - | (495,147) |
| Net patient service revenue | 6,833,089 | - | - | 6,833,089 |
| Rental income | - | 227,916 | (227,916) | - |
| Grants, contracts, and contributions, net | 4,102,931 | - | - | 4,102,931 |
| Other operating revenue | 1,193,248 | - | - | 1,193,248 |
| Net assets released from restriction for operations | - | 8,146 | - | 8,146 |
| Interest income | 650 | 71 | - | 721 |
| Total Operating Revenue | 12,129,918 | 236,133 | (227,916) | 12,138,135 |
| Operating Expenses: | | | | |
| Payroll and related expenses | 9,259,609 | - | - | 9,259,609 |
| Other operating expenses | 2,500,565 | 23,982 | (227,916) | 2,296,631 |
| Depreciation | 281,910 | 96,076 | - | 377,986 |
| Interest expense | 68,911 | 59,420 | - | 128,331 |
| Total Operating Expenses | 12,110,995 | 179,478 | (227,916) | 12,062,557 |
| OPERATING INCOME AND EXCESS OF REVENUE OVER EXPENSES | \$ 18,923 | \$ 56,655 | - | \$ 75,578 |

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 |
| 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 CHANGES IN NET ASSETS

FOR THE YEAR ENDED SEPTEMBER 30, 2014

| | Lamprey Health Care, Inc. | Friends of Lamprey Health Care, Inc. | Eliminations | Consolidated Totals |
|---|------------------------------|--|--------------|------------------------|
| Unrestricted Net Assets: | | | | |
| Excess of revenue over expenses | \$ 18,923 | \$ 56,655 | - | \$ 75,578 |
| Change in fair value of financial instrument | (2,841) | - | - | (2,841) |
| Net assets released from restrictions for capital acquisitions | 13,333 | - | - | 13,333 |
| Increase in Unrestricted Net Assets | 29,415 | 56,655 | - | 86,070 |
| Temporarily Restricted Net Assets: | | | | |
| Net assets released from restrictions for operations | - | (8,146) | - | (8,146) |
| Net assets released from restrictions for capital acquisitions | (13,333) | - | - | (13,333) |
| Decrease in Temporarily Restricted Net Assets | (13,333) | (8,146) | - | (21,479) |
| Change in Net Assets | 16,082 | 48,509 | - | 64,591 |
| Net Assets, Beginning of Year | 7,472,327 | 1,683,656 | - | 9,155,983 |
| NET ASSETS, END OF YEAR | \$ 7,488,409 | \$ 1,732,165 | \$ - | \$ 9,220,574 |

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 | <u>161,465</u> | - | - | <u>161,465</u> |
| Increase in Unrestricted Net Assets | <u>596,860</u> | <u>51,296</u> | - | <u>648,156</u> |
| Temporarily Restricted Net Assets: | | | | |
| Contributions, net | 68,981 | - | - | 68,981 |
| Net assets released from restrictions for capital acquisitions | <u>(161,465)</u> | - | - | <u>(161,465)</u> |
| Decrease in Temporarily Restricted Net Assets | <u>(92,484)</u> | - | - | <u>(92,484)</u> |
| Change in Net Assets | 504,376 | 51,296 | - | 555,672 |
| Net Assets, Beginning of Year | <u>6,967,951</u> | <u>1,632,360</u> | - | <u>8,600,311</u> |
| NET ASSETS, END OF YEAR | <u>\$ 7,472,327</u> | <u>\$ 1,683,656</u> | \$ - | <u>\$ 9,155,983</u> |

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

| 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 | | \$ 2,417,609 |
| Pass-through programs from: | | | |
| State of New Hampshire Department of Health and Human Services | | | |
| Family Planning | 93.217 | 102-500734/90080203 | 100,853 |
| Breast and Cervical Cancer Program | 93.283 | 102-500731/90080081 | 57,750 |
| Temporary Assistance for Needy Families | 93.558 | 502-500891/45130203 | 29,719 |
| Oral Health | 93.991 | 102-500731/90072003 | 9,525 |
| Primary Care | 93.994 | 102-500731/90080000 | 40,151 |
| The Homemakers Health Services | | | |
| Bureau of Elderly and Adult Services Grant | 93.044 | 540-800382/14AANHT355 | 37,001 |
| Dartmouth College | | | |
| Model State-Supported Area Health Education Centers | 93.107 | 1382 | 76,500 |
| Public Health Training Center | 93.249 | 1383 | <u>22,500</u> |
| Total U.S. Department of Health and Human Services | | | <u>2,791,608</u> |
| U.S. Department of Transportation | | | |
| Pass-through programs from: | | | |
| Cooperative Alliance for Seacoast Transportation Federal Transit Formula Grant | 20.507 | NH-90-X176 | <u>12,169</u> |
| Total U.S. Department of Transportation | | | <u>12,169</u> |
| Total Expenditures of Federal Awards | | | <u>\$ 2,803,777</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, 2014

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, 2014. 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

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Independent Auditors' Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance with *Government Auditing Standards*

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, 2014, 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 23, 2014.

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.

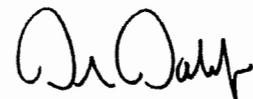
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not 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 "Dr. Dault", is located in the lower right quadrant of the page.

Concord, New Hampshire
December 23, 2014

BRAD BORBIDGE, P.A.

CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
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Independent Auditors' 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, 2014. 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, 2014.

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 "D. D. D.", located to the right of the main text.

Concord, New Hampshire
December 23, 2014

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Section I - Summary of Auditors' Results

A. Financial Statements

| | |
|--|---------------|
| 1. Type of auditors' report issued | Unmodified |
| 2. Internal control over financial reporting: | |
| • Material weakness(es) identified? | No |
| • Significant deficiencies identified? | None Reported |
| 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? | None Reported |
| 2. Type of auditors' 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 |
|-----------------------|--------|

D. Dollar threshold used to distinguish between Type A and Type B programs

\$300,000

E. Auditee qualified as low-risk auditee?

Yes

LAMPREY HEALTH CARE, INC.
AND FRIENDS OF LAMPREY HEALTH CARE, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Section II - Findings and Questioned Costs

A. Financial Statements

There were no financial statement findings for the year ended September 30, 2014.

B. Federal Awards

There were no federal awards findings for the year ended September 30, 2014.

Section III - Prior Findings and Questioned Costs

There were no prior financial statement or federal award audit findings for the year ended September 30, 2013.

LAMPREY HEALTH CARE

Board of Directors 2014 - 2015

Audrey Ashton-Savage

(President)
Term Ends 2015

George D. Donovan, Jr.

(Vice President)
Term Ends 2016

Carol LaCross

(Treasurer)
Term Ends 2015

Janis Reams

(Secretary)
Term Ends 2016

Elizabeth Crepeau

Immediate Past President
Term ends 2015

Thomas "Chris" Drew

Term Ends 2016

**Raymond
Goodman, III**

Term ends 2016

Frank Goodspeed

Term Ends 2017

Mark E. Howard, Esq.

Term Ends 2017

Amanda Pears Kelly

Term Ends 2017

Michael Merenda

Term Ends 2015

Gregory A. White, CPA

Summary

Senior Level Executive with extensive hands-on experience in management, business leadership, and working with boards, banks and other external stake holders. A CPA with an established record of success in Community Health Center management. Strong in budgets, cash forecasts, grants, and team leadership.

Professional Experience

Lamprey Health Care – Newmarket, NH

2013 to present

Chief Executive Officer

- Responsible for the leadership, operation and overall strategic direction of New Hampshire's largest Federally Qualified Health Center.
- Ensuring continuity and high quality primary medical care in three sites, both urban rural, serving over 16,000 patients in 40 communities.
- Leading a high performing senior management team in the direction of over 150 staff and providers.
- Engaging with leaders and stakeholders at the local, state and national levels to ensure that Lamprey is at the forefront of innovative, high quality health care delivery.

Lowell Community Health Center – Lowell, MA

2009 to 2013

Chief Financial Officer

- Responsible for the integrity of financial information and systems for this Federally Qualified Health Center, employing 315 staff and providing over 120,000 visits annually. Upgraded financial and administrative infrastructure to meet requirements during a time of rapid expansion.
- Lead the financing and budget development for a \$42 million capital facility project to include: traditional debt, multiple tax credit sources, federal grants, loan guarantees, and private funds.
- Directed key projects for: 340(b) pharmacy implementation; 403(b) tax deferred savings plan; multiple federal stimulus grants; and revised operating budget development.
- Representative to the Lowell General PHO for managed care contract negotiation
- Recruited and managed a team of five directors to oversee and manage four support and one programmatic department

Manchester Community Health Center – Manchester, NH

1999 to 2009

Chief Financial Officer

- Recruited by the CEO to bring structure and process to the functional areas of the Center's financial operations. Provided direction and oversight to key business areas; General Administration, Patient Registration, Human Resources, FTCA/Legal and Medical Records.
- Responsible for the development of key programs, Corporate Compliance, HIPAA, selection of a new practice management system. Supported Joint Commission accreditation and the implementation of an electronic medical record system.

Gregory A. White, CPA

- Led the development of financing for the Center's new facility.

Greater Lawrence Family Health Center – Lawrence, MA 1993 to 1998

Controller 1997 to 1998

Accounting Manager 1995 to 1997

Senior Accountant/Analyst 1993 to 1995

- Progressively responsible for all day to day financial operations of a Federally Qualified Health Center, including: Accounts Payable, Payroll, General Ledger, Cash Management, Cost Reporting, Patient Accounts, and Financial Reporting. Presented budgets, analysis, projections and periodic reporting to the Board of Directors.
- Key leader for projects involving: selection of new financial accounting software; selection of new practice management system; provider productivity measurement and analysis and group purchasing. Oversaw budget of \$5 million construction project.
- Developed reimbursement model for an innovative Family Practice Residency program.

Alexander, Aronson, Finning & Co., CPA's – Westborough, MA 1990 to 1993

Staff Accountant/Auditor

Education & Professional Affiliations

Babson College, Wellesley, MA

BS, Accounting - 1990

Commonwealth of Massachusetts

Certified Public Accountant- 1996

Healthcare Financial Management Association

Certified Healthcare Financial Professional - 2008

National Association of CHC's

Excel Leadership Program - 2003

National Registry of Emergency Medical Technicians

EMT - N.H. license number 18991-I

Boards, Advisory & Volunteer Experience

Massachusetts League of Community Health Centers – Special Finance Committee

NH Health Access Network – Administrative & Training Committee

Community Health Access Network – Board of Directors, Finance Committee

Bi-State Primary Care Association – Capital Finance & Sustainability, Prospective Payment

The Way Home – Manchester, NH - Board of Trustees – Treasurer

Gregory A. White, CPA

Manchester Sustainable Access Project – Data Sub-group

Milford Ambulance Service – Volunteer EMT, Staff Officer, Treasurer, Building Advisory Committee

Milford Educational Foundation – 1999 to 2010 - Treasurer

Heritage United Way – Manchester – Community Investment Committee

Milford Community Athletic Association - Coach

Lasell College – Co-Resident Director

SANDRA KNORR PARDUS

EXPERIENCE

Chief Fiscal Officer/Chief Information Officer
Lamprey Health Care, Inc., Newmarket, NH

April 1981 to Present

- Facilitated the operational planning and budgeting and implementation for \$12+ million Federally Qualified Health Center (FQHC). Net income was within 1% of budget for all years.
- Negotiated financing for the construction of eight medical/administrative facilities.
- Raised funds and implemented Electronic Health Record for four medical sites.
- Implemented Health Information Exchange for network of 10 FQHC's
- Played key role in discussion with New Hampshire's Department of Health and Human Services (DHHS) to insure adequate APM reimbursement for FQHC's in State of NH including the development of an FQHC billing manual.
- Led Accounting and IT Departments in the screening and hiring of audit professionals for 403B, annual and Security audits.
- Negotiated with managed care companies on contracts for commercial and Medicaid managed care.
- Researched and implemented 403B vendors with focus on performance and compliance.
- Developed an analysis of needs and possible vendors for insurance services, moving business to an A+ broker with a cost savings of 10%.
- Centralized purchasing role for the agency, standardizing supplies ordered with savings of 15%.
-

Network Information Officer

Community Health Access Network

July 1996 to present

- Instrumental in the formation of a Health Center Controlled Network (HCCN), Community Health Access Network (CHAN), to standardize clinical operations between 10 FQHC's.
- Led the implementation of EHR at 10 member sites.
- Played key role in a major security upgrade to the CHAN infrastructure.
- Assisted in the development of standards for HCCN's through a Health Resources and Services Administration (HRSA) funded program focused on the expansion of HCCN's.

PROFESSIONAL

MEMBERSHIP

National Association of Community Health Centers
Health Information and Management Systems Society

COMMITTEES

Bi-State Primary Care Association Finance Committee
Health Information and Management Systems Society Davies Award Committee

TRAININGS AND EDUCATION

Boston University, Boston, MA
Master of Business Administration

Information Systems Concentration, June 1991

University of New Hampshire, Durham, NH
Bachelor of Science, 1981

Harvard School of Public Health
Leadership Strategies for Information Technologies in Health Care, 2011

National Association of Community Health Centers (NACHC)
NACHC Financial and Operations Training Level 1, 2 and 3

AWARDS

2008 **HIMMS Davies Award of Excellence** was awarded to CHAN and Lamprey Health Care for their excellence in the implementation and value of health information technology and electronic health records (EHR).

2006 **Jeffrey T. Latman Award for Leadership in Health Care Finance** to Sandra Pardus by National Association of Community Health Centers for her achievements as an outstanding fiscal officer.

Marcy Doyle, MHS, MSN, RN, CNL

Education

| | |
|---|------------|
| University of New Hampshire Masters of Nursing in Clinical Nurse Leadership | 1/05-12/06 |
| Johns Hopkins University, School of Hygiene & Public Health Masters of Health Science Certificate in Health Care Finance and Management | 9/97-5/99 |
| University of New Hampshire Bachelors of Science in Microbiology | 8/93-5/97 |

Awards

2004 Achievement and Innovations Award for *Best New Report Solution* presented by Centricity Healthcare Users Group to Community Health Access Network at General Electric's annual medical conference. Spearheaded report solution which improved data access for eight New Hampshire health centers locations.

Professional Employment

Lamprey Healthcare

Chief Operating Officer 12/12-present
Director of Quality 06/09- 12/12

- Responsible for educating and coordinating Joint Commission readiness efforts for the organization, participating in corporate quality initiatives, and supporting medical executive PI initiatives.
- Leads new quality initiatives, such as NCQA medical home
- Researches and recommends implementation of "evidence-based" performance measures
- Coordinates the integration of a "dashboard" for clinical outcomes, critical interventions, cost, utilization, and satisfaction
- Responsible for electronic improvements and leadership. Works with CEO and site leadership to advance electronic use/implementation

Site Administrator 08/09-present

- Responsible for operations management of the Newmarket site, including budget management, personnel management, patient satisfaction, risk management, productivity performance, facility maintenance, policies and procedures and overall financial management and leadership of the center.

Performance Improvement Coordinator 09/07-06/09

- Responsible for leading and evaluating a comprehensive Performance Improvement Initiative
- Coordinates Joint Commission readiness efforts for the organization, participating in corporate performance improvement initiatives, and supporting medical executive PI initiatives.
- Translates organizational values, goals and objectives to physicians/managers/staff and others.

Family Planning and Community Education Director 09/07-present

- Ensure that client needs are met and quality standards are maintained and monitored in a cost effective manner by: supervising program personnel, annually assessing relevance of current programs to community needs; achieving and maintaining appropriate standards/guidelines as determined by title X legislation.
- Ensure the LHC/Nashua Site Family Planning Services are consistent with LHC's mission, values, and the strategic plan to ensure family planning programming is relevant to existing and emerging client and community needs.

Clinical Systems Analyst 3/06-01/08

- Evaluated clinical microsystems to determine if electronic solutions could be applied to increase the quality of health care provided, reduce financial risk and optimized workflows
- Identified clinical and cost outcomes that improve safety, effectiveness, timeliness, efficiency, quality and the degree to which they are client-centered
- Used information systems and technology at the point of care to improve health-care outcomes
- Assimilated and applied researched-based information to design, implement and evaluate client care plans

Frisbie Memorial Hospital

Consultant

12/05-12/06

- Reduced administrative tasks via the development of billing reports
- Streamlined outpatient oncology clinical workflows via the use of reports
- Developed monitoring system to retain and increase internal and external surgery referrals
- Oversaw the integrity of all Crystal Reports® during the Centricity® upgrade from EMR 5.5 to EMR 2005

Community Health Access Network

Consultant

12/05-9/06

- Optimized health care reporting by developing tables in the MS SQL 2000 Database Server

Community Health Access Network

Disease Management Patient Service Coordinator

8/01-1/05

- Assisted community health centers with the development and implementation of chronic disease management programs
- Assisted with program marketing and implementation
- Collaborated with partner agencies to establish community based programs
- Designed surveys to assess program deployment and sustainability
- Managed large scale mailings
- Evaluated the use of workflows and disease management tools to improve outcomes

Clinical Data Analyst

9/02-1/05

- Developed and prepared in-depth clinical, operational and administrative reports to assist high-level internal and external audiences in trend analysis and quality improvement
- Identified information management inefficiencies and formulated recommendations for improvement
- Developed population based reports to improve health outcomes
- Implemented Crystal Enterprise Reporting System to facilitate report deployment among eight community health centers in southern New Hampshire
- Oversaw the development and submission of chronic care data to the Health Disparities Collaborative
- Dramatically expanded CHAN's reporting portfolio and data capture abilities. Reports included: lifecycle reports, prevention reports, chronic care reports, case management reports, health outcome reports, safety monitoring and risk reports.

Lowell Community Health Center

Medication Adherence Program Coordinator/Counselor

1/00-1/01

- Educated, advocated and provided service assessment/planning for HIV positive patients and their families
- Developed and implemented medication adherence program
- Improved treatment outcomes in diverse HIV positive population by developing behavioral models to increase medication compliance
- Designed both internal and external workshops targeted at a variety of audiences
- Assisted director in writing and obtaining funding through grant opportunities
- Contacted and built relationships with other service organizations
- Collaborated with infectious disease specialists, primary care providers and patients to assist in treatment planning
- Assisted program director in obtaining speakers to lecture on a variety of topics
- Maintained HIV educational library for providers, patients and health center staff

New Hampshire Public Laboratories, Concord, NH

Laboratory Assistant

5/97-9/97

- Resolved data conflicts with providers regarding specimens and patient information
- Revised infectious disease policies/procedures
- Developed an electronic inventory tracking system

Computer Skills

- Experienced with Crystal Reports, Crystal Enterprise, Centricity Medical Record, Microsoft Office®, SQL and TOAD

Patricia A. Mason

Education: St. Joseph's School of Nursing, Nashua, NH
Continental Acadmie of Hair, Hudson, NH

Activities 2005 to Present: Greater Nashua Medical Reserve Corps
And 2006 to Present: Disaster Medical Assistant Team DMAT-MA2
Awards: 2003 to Present: Bridges Domestic Violence/Assault Victims Advocate
1987 to Present: American Heart Basic Life Support Instructor
1984 to 2006: Call Firefighter/EMT-Intermediate Hudson Fire Dept.
2003: Governor's Citation for Performance in the line of duty
2005 Town of Hudson Fire Chief's award

EXPERIENCE

1/02 – Present **Lamprey Health Care - Nashua, N.H.**
Women's Health and Family Planning Coordinator: Act as the administrative officer for women's health services. Responsible for the supervision, program and budgetary management of the Family Planning and Teen clinic programs, Outreach programs and Prenatal care services. Monitor compliance with state and federal standards, policies, guidelines and grant conditions. Assist with Family Planning and Prenatal work plans. Obtain and document all pertinent medical and social history on all new prenatal patients and coordinate laboratory testing. Assist the physician and mid-level providers in coordinating patient care. Maintain a prenatal data base and perform audits. Set up and oversee weekly High Risk review meetings. Supervision and management of The Teen To Teen clinic, an Adolescent Contraceptive Health program. Provide HIV counseling and blood draws for this clinic. Administer injections and medication as directed. Perform Annual CPR recertification for employees along with Lactation counseling and domestic violence counseling as needed. Act as the Emergency Management Director for our site.

11/03–Present **Bridges, Nashua, N.H.**
Crisis Intervention Advocate. Answer the Domestic Violence/Rape and Assault crisis phone line 12 hours per month.

4/05 – Present **Greater Nashua Medical Reserve Corps, Nashua, N.H.**
Attend monthly meetings for training/information purposes. Volunteer for community Events/Disaster relief efforts. Prepare for local catastrophic events.

2006-Present **Disaster Medical Assistance Team – DMAT-MA2**
Respond as activated to locations in the United States that have had disasters and are in need of medical aid. This team also provides the medical services for large gatherings such as the Boston Marathon, Boy Scout Jamboree, Presidential Conventions etc.

12/84 – 2006 **Emergency Medical Technician Intermediate/Career Level Fire Fighter, Hudson**
Fire Department, Hudson, N.H. Perform emergency medical care and transportation of patients to Emergency Departments along with the duties of a firefighter.

LICENSURE/
CERTIFICATIONS State of N.H. Licensed Practical Nurse, Manual Cardiac Defibrillation, American Heart Association CPR Instructor, State of N.H. Cosmetology, Certified In I.V Therapy, Phlebotomy, Emergency Pharmacology, Career Level Firefighter, Lactation Consultant, Domestic Violence and Sexual Assault Advocate, State of N.H. Notary.

Subject: Family Planning

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|--|--------------------------------------|
| 1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services | | 1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504 | |
| 1.3 Contractor Name Lamprey Health Care, Inc. | | 1.4 Contractor Address 207 South Main Street Newmarket, NH 03857 | |
| 1.5 Contractor Phone Number 603-659-2494 | 1.6 Account Number 05-95-90-902010-5530-102-500734 05-95-45-450010-6146-502-500891 | 1.7 Completion Date June 30, 2015 | 1.8 Price Limitation \$395,136.48 |
| 1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief | | 1.10 State Agency Telephone Number 603-271-4501 | |
| 1.11 Contractor Signature <i>EL Crepeau</i> | | 1.12 Name and Title of Contractor Signatory <i>Elizabeth Crepeau, President</i> | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>5/1/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace <i>Michelle L. Gaudet</i> [Seal] MICHELLE L. GAUDET, Notary Public My Commission Expires August 22, 13 | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <i>Michelle L. Gaudet, Executive Assistant / Grant</i> | | | |
| 1.14 State Agency Signature <i>Lisa L. Bujno</i> | | 1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Jeanne P. Henrich, Attorney</i> On: <u>27 May 2013</u> | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

NH Department of Health and Human Services

Exhibit A

Scope of Services

Family Planning Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Lamprey Health Care, Inc.

ADDRESS: 207 South Main Street
Newmarket, NH 03857

Executive Director: Ann H. Peters

TELEPHONE: 603-659-2494

The Contractor shall:

I. General Provisions

A) Eligibility and Income Determination

Family Planning (FP) services will be provided to individuals of childbearing ages in New Hampshire (NH) who request such services. Preference will be given to clients who live within the Contractor's service area. Special emphasis will be placed on serving adolescents and individuals in low-income families (defined as \leq 250% of the U.S. Department of Health & Human Services "Poverty Guidelines").

1. The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.
2. The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.
3. Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.
4. Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.
5. The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

B) Numbers Served

The FP Program will provide comprehensive reproductive health care to include age-appropriate clients, anticipatory guidance, education, assessment, counseling on preconception health care (reproductive life plan) and referrals for nutrition services, substance abuse, domestic violence, sexual assault and other health related issues.

C) Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. Provide clients of limited English proficiency (LEP) with interpreter services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter; staff person who speaks the language of the client, language line).

D) State and Federal Laws

The Contractor is responsible for compliance with all relevant state and Federal laws. Special attention is called to the following statutory responsibilities:

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301 as most currently amended (1/05).
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offences.
3. Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

E) Relevant Policies and Guidelines

Contractors operate, at minimum, in accordance with the following:

1. The (Federal) Office of Population Affairs, Office of Family Planning, *Program Guidelines for Project Grants for Family Planning Services*, dated January 2001, and subsequent amendments, program instructions and clarifications.
2. National program priorities established by the Office of Population Affairs.
3. The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.
4. The Contractor must submit to MCHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.
5. The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

F) Publications Funded Under Contract (Standard Language)

1. The DPHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DPHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.
3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

G) Subcontractors

1. If any service required by this exhibit is provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract.
2. In addition, the original DPHS Contractor will remain liable for all requirements included in this exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A. Service Requirements

1. Clinical Services

In addition to following the federal and state guidelines outlined above, clinical services will be guided by the protocol and practice guidelines established by the Contractor and will be supervised by a medical director qualified to oversee obstetric and gynecological care.

2. HIV Counseling and Testing

HIV counseling and testing provided by family planning Contractors must conform to CDC's Fundamentals of HIV Prevention Counseling and staff providing this counseling must be trained in this counseling model.

3. Health Education Materials

Health education materials are to be reviewed according to Federal Program Guidelines for Project Grants for Family Planning Services (reference section 6.8) and the NH State Family Planning Program's Information and Education Policy on the review, approval, and distribution of family planning materials. Delegate agencies may be asked to work with the State in identifying consumer volunteers to review educational materials in order to provide consumer input. Any and all materials an agency develops for marketing or patient education must be submitted, in its final draft form, for approval before printing or duplicating it in quantity.

4. Sterilization Services

Those Contractors providing sterilization services will adhere to all federal sterilization requirements as outlined in the Federal Program Guideline's Attachment C, Sterilization of Persons in Federally Assisted Family Planning Projects and subsequent revisions or amendments related to this federal requirement.

5. Transitional Assistance for Needy Families (TANF) and Title X FP Collaborative

The TANF and Title X Collaborative will conduct statewide activities to support knowledge of and access to FP services by populations in need, with a particular emphasis on Medicaid-eligible women and adolescents at risk for pregnancy. The Contractor shall produce a plan that documents a promotional & partnership building strategy and marketing/outreach campaign that includes identification of the target population, details, activities and projects for reaching the target population and specifies evaluation measures. The NH FP & Contractors will review the plan on an on-going basis to monitor progress towards outcomes and overall project goals.

6. Research

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform the Division of Public Health Services, Maternal and Child Health Section prior to initiating any research related to this contract.

7. School-based Education Programs

Contractors must enter into a written agreement with any school where the Contractor will implement sexuality education programs for students under the age of 18. The agreement must be signed by the school principal/or designee and must include a statement that information was provided to parents which offered the opportunity for the parents to opt their child out of any program to which the parent objects.

B) Staffing Provisions

1. Staff Training and Qualifications

Documentation will be available to show that all staff members employed in the Family Planning program has adequate training to fulfill their activities. Staff performing clinical functions will have NH licensing that is required for their responsibilities. Each agency will employ appropriate credentialing procedures to assure that clinical staffs have appropriate education and experience for their responsibilities.

2. Medical Director Participation

Each agency will have the services of a medical director who has special training and/or experience in family planning services. For each Contractor, the medical director and the clinical staff shall participate in the development and approval of specific guidelines for medical care that meet or exceed these minimal standards. In addition, the medical director shall participate in QI activities and be available to other staff for consultation.

3. Community Education & Partnership Development

The Contractor will designate one staff member or committee responsible for the coordination and development of a community education and outreach plan, to include partnership development so as to increase utilization of family planning services. A community education & outreach report will be required, as well as any supporting documentation that supports the development of partnerships with key community stakeholders.

4. Staffing Changes

New Hires

The Contractor shall notify the Maternal and Child Health Section (MCHS) in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee shall accompany this notification.

Vacancies

The Contractor must notify MCHS in writing of key positions (agency executive director, agency fiscal director, medical director, site manager, community educator, teen clinic coordinator, TANF coordinator) vacant for more than three months. This may be done through a budget revision. In addition, MCHS must be notified in writing if at any time any site funded under this agreement does not have adequate clinical and administrative staffing to perform all required services for more than one month.

C) Coordination of Services

1. The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.
2. As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.
3. As part of the Family Planning Workplan process, each Contractor will make plan explicitly identifying community services providers who will be contacted for face-to-face meetings intended to build partnerships, increase coordination and referrals with other providers.

D) Meetings and Trainings

The Contractor will be responsible to send staff to meetings and training required by the family planning program, including but not limited to: medical director's meetings, family planning director's meetings, community educator/clinic coordinators meetings, data training and review meetings and family planning orientation.

III. Quality or Performance Improvement (QI/PI)

A) Workplans

1. Performance Workplans must be submitted and are used to monitor achievement of standard measures of performance of the services provided under this contract. Said workplan is incorporated herein by reference.
2. Performance Workplans and Workplan Outcome Reports will be completed according to the schedule and instructions provided by MCHS. The workplans are a key component of the DPHS and MCHS performance based contracting system and of this contract.
3. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS in to the agency's QI/PI plan. Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets. If the Contractor's performance is above the defined target, no additional information will need to be provided. It will be the understanding that activity and evaluation efforts were effective in reaching the desired outcome. If the Contractor's performance is below the defined target, an explanation must be provided of why and what action steps (corrective action plan) will be taken to improve performance.
4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the Contractor with reasonable notice of such changes.

B) Data and reporting requirements

In addition to Performance Workplans and Outcome Reports, the Contractor shall submit to MCHS the following data used to monitor program performance:

1. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff list forms must be completed according to the relevant instructions and submitted as requested by DPHS.
2. The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
3. Completed UDS tables reflecting program performance in the previous calendar as requested by DPHS.
4. A copy of the Contractor's updated Sliding Fee Scale including the amounts(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.
5. An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.
6. Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.
7. By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report.

8. As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.
9. Comply with all Family Planning Program and STD/HIV Prevention Bureau requirements for reporting chlamydia testing.

C) On-site reviews

1. The Contractor shall allow a team or person authorized by the MCHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical services management, financial management and design and delivery of educational services to assure systems are adequate to provide the contracted services.
2. Reviews shall include client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. On-site reviews may be waived or abbreviated at the discretion of MCHS, upon submission of satisfactory reports of reviews such as Health Services Resources Administration (HRSA): Office of Performance Review (OPR), or reviews from nationally accreditation organizations such as the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), the Community Health Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Healthcare (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this exhibit, and actions to strengthen performance as outlined in the agency Performance Workplan.

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Family Planning Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Lamprey Health Care, Inc.

ADDRESS: 207 South Main Street
Newmarket, NH 03857

Executive Director: Ann H. Peters

TELEPHONE: 603-659-2494

Vendor #177677-B001

Job #90080203
#45130203

Appropriation #05-95-90-902010-5530-102-500734
#05-95-45-450010-6146-502-500891

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$167,684.74 for Family Planning Services, funded from 60% (\$100,610.84) federal funds from Title X Family Planning (CFDA #93.217), and 40% (\$67,073.90) general funds in SFY 14.

\$168,013.74 for Family Planning Services, funded from 63% (\$105,848.65) federal funds from Title X Family Planning (CFDA #93.217), and 37% (\$62,165.09) general funds in SFY 15.

\$59,438 for Family Planning Services - TANF, funded from 100% US Department of Health and Human Services, Administration for Children and Families funds (CFDA #93.558) in SFY 14 and 15.

TOTAL: \$395,136.48

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within nine months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The remainder of this page is intentionally left blank.

18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services,
129 Pleasant Street
Concord, NH 03301

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Lamprey Health Care, Inc. From: July 1, 2013 or date of G&C Approval, whichever is later To: June 30, 2015
 Contractor Name Period Covered by this Certification

Elizabeth Crepeau, President
 Name and Title of Authorized Contractor Representative

EL Crepeau 5.1.2013
 Contractor Representative Signature Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: July 1, 2013 or date of G&C Approval, whichever is later, through June 30, 2015

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

| | |
|----------------------------------|-------------------------------------|
| <i>ELC</i> | <i>Elizabeth Crepeau, President</i> |
| Contractor Signature | Contractor's Representative Title |
| <u>Lamprey Health Care, Inc.</u> | <i>5.1.2013</i> |
| Contractor Name | Date |

NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

| | |
|--|--|
| <p style="text-align: center;"><i>ELCrepeau</i></p> <p>Contractor Signature</p> | <p style="text-align: center;"><i>Elizabeth Crepeau, President</i></p> <p>Contractor's Representative Title</p> |
| <p>Lamprey Health Care, Inc.</p> <p>Contractor Name</p> | <p style="text-align: center;"><i>5.1.2013</i></p> <p>Date</p> |

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

| | |
|----------------------------------|-------------------------------------|
| <u>ELC</u> | <u>Elizabeth Crepeau, President</u> |
| Contractor Signature | Contractor's Representative Title |
| <u>Lamprey Health Care, Inc.</u> | <u>5.1.2013</u> |
| Contractor Name | Date |

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

EL Cupreau

Contractor Signature

President

Contractor's Representative Title

Lamprey Health Care, Inc.

Contractor Name

5.1.2013

Date

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DIVISION OF PUBLIC HEALTH SERVICES

Lamprey Health Care, Inc.

The State Agency Name

Name of Contractor



Signature of Authorized Representative

Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

Elizabeth Crepeau

Name of Authorized Representative

Name of Authorized Representative

BUREAU CHIEF

President

Title of Authorized Representative

Title of Authorized Representative

5-30-2013

5.1.2013

Date

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

ELCupian
(Contractor Representative Signature)

Elizabeth Crepeau, President
(Authorized Contractor Representative Name & Title)

Lamprey Health Care, Inc.
(Contractor Name)

5.1.2013
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 04-025-4401

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|--------------------------------|----------------------------------|
| Name: <input type="checkbox"/> | Amount: <input type="checkbox"/> |
| Name: <input type="checkbox"/> | Amount: <input type="checkbox"/> |
| Name: <input type="checkbox"/> | Amount: <input type="checkbox"/> |
| Name: <input type="checkbox"/> | Amount: <input type="checkbox"/> |
| Name: <input type="checkbox"/> | Amount: <input type="checkbox"/> |

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division of Public Health Services

Agency Name: Lamprey Health Care, Inc

Name of Bureau/Section: Community Health Services/Maternal & Child Health/Family Planning Services

| BUDGET PERIOD: SFY 16 (7/1/15 - 6/30/16) | | | |
|---|---|---------------------------------------|--------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Gregory White - CEO | \$164,400 | 0.00% | \$0.00 |
| Sandra Pardus- CFO/CIO | \$114,730 | 0.00% | \$0.00 |
| Marcy Doyle - COO | \$93,580 | 0.00% | \$0.00 |
| Nicole Watson - Program Manager | \$91,400 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$0.00 |

| BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17) | | | |
|---|---|---------------------------------------|--------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Gregory White - CEO | \$169,332 | 0.00% | \$0.00 |
| Sandra Pardus- CFO/CIO | \$118,172 | 0.00% | \$0.00 |
| Marcy Doyle - COO | \$96,387 | 0.00% | \$0.00 |
| Nicole Watson - Program Manager | \$94,142 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$0.00 |

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc.), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to Family Planning Services Contract**

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment 1") dated this 9th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Community Health Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 145 Hollis Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item #94), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows to:

1. Amend Form P-37, Subject to read Family Planning Services
2. Amend Form P-37, Block 1.7 to read June 30, 2017
3. Amend Form P-37, Block 1.8 to read \$207,530.99
4. Amend Form P-37, Block 1.9 to read Eric Borrin
5. Amend Form P-37, Block 1.10 to read 603-271-9558
6. Amend Exhibit A, Scope of Services, Contract Period to read: "July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2017."
7. Amend Exhibit B, Purchase of Services, by:
 - 7.1. Changing Contract Period to read, "July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2017"
 - 7.2. Changing Job #45130203 to read Job #45030203
 - 7.3. Deleting paragraph 1 in its entirety and replacing it with new paragraph 1 and sub-paragraphs (a) and (b):
 1. The total amount of all payments made to the Contractor for the cost and expenses incurred in the performance of services during the period of July 1, 2015 through June 30, 2017 shall not exceed:

[Handwritten Signature]
7/1/15



(a) \$50,179.63 in SFY 2016 and \$50,179.63 in SFY 2017 for a total amount of \$100,359.26.

(b) Funding is available as follows:

- \$55,373.31 – 61.2% Federal Funds from the Office of Population Affairs, Family Planning Services, Title X of the Public Health Services Act, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016063
- \$35,105.95 – 38.8% from General Funds
- \$9,880.00 – 100% Federal Funds from the Administration for Children and Families, Temporary Assistance for Needy Families, Title IV of the Social Security Act, (CFDA #93.558, FAIN 1502NHTANF).

7.4. Deleting paragraph 2 and replacing it with new paragraph 2:

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit B-1, Budget. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

7.5. Deleting paragraph 6 and replacing it with new paragraph 6:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

8. Add Exhibit B-1

9. Delete Exhibit C and replace with Exhibit C Amendment #1

10. Add Exhibit C-1

11. Delete Exhibit G and replace with Exhibit G Amendment #1

12. Delete Exhibit I and replace with Exhibit I Amendment #1



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/2/15
Date

[Signature]
Brook Dupee
Bureau Chief

Manchester Community Health Center

4/7/15
Date

[Signature]
NAME Kris McCracken
TITLE President/CEO

Acknowledgement:

State of New Hampshire, County of Hillsborough on 4/7/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace



New Hampshire Department of Health and Human Services
Family Planning Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

6/2/15
Date

OFFICE OF THE ATTORNEY GENERAL

[Signature]
Name: William A. York
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: [Signature]
Date: 6/17/15

Exhibit B-1

Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Manchester Community Health Center

Budget Request for: **Family Planning**

(Name of RFP)

Budget Period: 7/1/16 - 6/30/17

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------|--------------------|---------------------|---|
| 1. Total Salary/Wages | \$ 33,455.03 | \$ 3,345.50 | \$ 36,800.53 | Standard 10% indirect rate requested to cover a portion of general costs of management, audit, human resources, accounting, and occupancy |
| 2. Employee Benefits | \$ 6,021.91 | \$ 602.19 | \$ 6,624.10 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ 1,250.00 | \$ 125.00 | \$ 1,375.00 | |
| Medical | \$ 400.00 | \$ 40.00 | \$ 440.00 | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ - | \$ - | \$ - | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 41,126.94 | \$ 4,112.69 | \$ 45,239.63 | |

Indirect As A Percent of Direct

10.0%

Contractor Initials: 4/7/15 JMC

Date: 4/7/15

Exhibit B-1

Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Manchester Community Health Center

Budget Request for: **Family Planning TANF**

(Name of RFP)

Budget Period: 7/1/16 - 6/30/17

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|--------------------|------------------|--------------------|---|
| 1. Total Salary/Wages | \$ 3,805.85 | \$ 380.59 | \$ 4,186.44 | Standard 10% indirect rate requested to cover a portion of general costs of management, audit, human resources, accounting, and occupancy |
| 2. Employee Benefits | \$ 685.05 | \$ 68.51 | \$ 753.56 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ - | \$ - | \$ - | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 4,490.90 | \$ 449.10 | \$ 4,940.00 | |

Indirect As A Percent of Direct

10.0%

Contractor Initials: kd

Date: 4/7/15



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;

PKC
Date 4/7/15



- 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

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more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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.

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Exhibit C-1

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. **Renewal:**
 As referenced in the Request for Proposals, Renewal Section, this competitively procured Agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G- Amendment #1

Contractor Initials

MM

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

4/7/15

New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

4/7/15
Date

Contractor Name: Manchaska Community Health Center
[Signature]
Name: Kris McCracken
Title: President/CEO

Exhibit G- Amendment #1

Contractor Initials KMC

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 4/7/15



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.

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Exhibit I Amendment #1

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Exhibit I Amendment #1

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Exhibit I Amendment #1

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Exhibit I Amendment #1

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I Amendment #1

- 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.

NH DHHHS
 The State

Brook Dyer
 Signature of Authorized Representative

Brook Dyer
 Name of Authorized Representative

Bureau Chief
 Title of Authorized Representative

4/12/15
 Date

Manchester Community Health Center
 Name of the Contractor

[Signature]
 Signature of Authorized Representative

Kris McCracken
 Name of Authorized Representative

President/CEO
 Title of Authorized Representative

4/7/15
 Date

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 MANCHESTER COMMUNITY HEALTH CENTER is a New Hampshire nonprofit corporation formed May 7, 1992. 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 14th day of April, A.D. 2015



A handwritten signature in black ink, appearing to read "William Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Gerri Provost, Secretary of the Board of Directors, do hereby certify that:

1. I am a duly elected Officer of Manchester Community Health Center.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 7th, 2015:

RESOLVED: That the President/CEO is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7th day of April, 2015.
4. Kris McCracken is the duly elected President/CEO of the Agency.

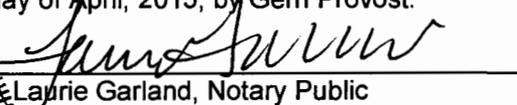

(Signature of the Secretary of the Board)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me, this 7th day of April, 2015, by Gerri Provost.




Laurie Garland, Notary Public

(NOTARY SEAL)

Commission Expires: 2/12/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|--------------------------------------|
| PRODUCER License # AGR8150 Clark Insurance 80 Canal St Manchester, NH 03101 | CONTACT NAME: Lorraine Michals PHONE (A/C, No, Ext): (603) 622-2855 E-MAIL ADDRESS: info@clarkinsurance.com | FAX (A/C, No): (603) 622-2854 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Manchester Community Health Center 141 Hollis Street Manchester, NH 03101 | INSURER A: Acadia | NAIC # 31325 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

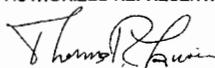
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | CPA5181886-10 | 11/01/2014 | 11/01/2015 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 EPL \$ 100,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | CAA5181888-10 | 11/01/2014 | 11/01/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | CUA5181889-10 | 11/01/2014 | 11/01/2015 | EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WCA5181890-10 | 11/01/2014 | 11/01/2015 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| NH Department of Health and Human Services Office of Business Operations Bureau of Contracts & Procurement 129 Pleasant St. Concord, NH 03301 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|



Mission, Vision and Core Values

Mission

To improve the health and well-being of our patients and the communities we serve by leading the effort to eliminate health disparities by providing exceptional primary and preventive healthcare and support services which are accessible to all.

Vision

MCHC will become the provider of choice for comprehensive primary health care by achieving the triple aim of better health outcomes, better patient care, and lowered costs through using innovative care models and strong community partnerships. MCHC will meet our mission by using evidence-based care that is patient-centered, engages families, removes barriers, and promotes well-being and healthy lifestyles through patient empowerment and education.

Core Values

We will promote wellness, provide exceptional care, and offer outstanding services so that our patients achieve and maintain their best possible health. We will do this through fostering an environment of respect, integrity and caring for all stakeholders in our organization.

MANCHESTER COMMUNITY HEALTH CENTER
AUDITED FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013

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CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849
FAX 603/224-2397

Independent Auditors' Report on Financial Statements

Board of Directors
Manchester Community Health Center
Manchester, New Hampshire

We have audited the accompanying financial statements of Manchester Community Health Center, which comprise the balance sheets as of June 30, 2014 and 2013, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Manchester Community Health Center as of June 30, 2014 and 2013, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Health Centers, and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 7, 2014, 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
October 7, 2014

MANCHESTER COMMUNITY HEALTH CENTER

BALANCE SHEETS

JUNE 30, 2014 AND 2013

ASSETS

| | 2014 | 2013 |
|---|---------------------|---------------------|
| Current Assets: | | |
| Cash and cash equivalents | \$ 616,493 | \$ 797,377 |
| Patient accounts receivable, net of allowance for uncollectible accounts of \$375,000 and \$360,000 at June 30, 2014 and 2013, respectively | 871,492 | 529,437 |
| Other receivables | 341,980 | 339,015 |
| Prepaid expenses | 82,656 | 52,833 |
| Total Current Assets | 1,912,621 | 1,718,662 |
| Assets Limited As To Use | 101,136 | 211,197 |
| Property and Equipment, Net | 2,893,406 | 2,847,044 |
| TOTAL ASSETS | <u>\$ 4,907,163</u> | <u>\$ 4,776,903</u> |

LIABILITIES AND NET ASSETS

| | | |
|---|---------------------|---------------------|
| Current Liabilities: | | |
| Accounts payable and accrued expenses | \$ 199,943 | \$ 137,922 |
| Accrued payroll and related expenses | 455,296 | 276,074 |
| Advances from third party payers | - | 319,224 |
| Current maturities of long-term debt | 36,800 | 21,300 |
| Total Current Liabilities | 692,039 | 754,520 |
| Long-term Debt, Less Current Maturities | 1,326,917 | 1,372,197 |
| Total Liabilities | <u>2,018,956</u> | <u>2,126,717</u> |
| Net Assets: | | |
| Unrestricted | 2,640,470 | 2,331,752 |
| Temporarily restricted | 247,737 | 318,434 |
| Total Net Assets | <u>2,888,207</u> | <u>2,650,186</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 4,907,163</u> | <u>\$ 4,776,903</u> |

(See accompanying notes to these financial statements)

MANCHESTER COMMUNITY HEALTH CENTER
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

| | 2014 | 2013 |
|--|--------------|--------------|
| Operating Revenue: | | |
| Patient service revenue | \$ 4,767,269 | \$ 3,855,463 |
| Provision for bad debts | (205,317) | (173,402) |
| Net patient service revenue | 4,561,952 | 3,682,061 |
| Grants and contracts | 2,928,941 | 2,375,428 |
| Other operating revenue | 261,743 | 218,772 |
| Net assets released from restrictions for operations | 290,215 | 199,668 |
| Total Operating Revenue | 8,042,851 | 6,475,929 |
| Operating Expenses: | | |
| Salaries and benefits | 5,253,638 | 4,151,361 |
| Other operating expenses | 2,280,111 | 1,759,278 |
| Depreciation | 177,006 | 180,844 |
| Interest expense | 36,545 | 69,366 |
| Total Operating Expenses | 7,747,300 | 6,160,849 |
| OPERATING INCOME | 295,551 | 315,080 |
| Other Revenue and Gains: | | |
| Investment income | 1 | 9,740 |
| Contributions | 9,079 | 32,820 |
| Total Other Revenue and Gains | 9,080 | 42,560 |
| EXCESS OF REVENUE OVER EXPENSES | 304,631 | 357,640 |
| Change in Unrealized Gain on Financial Instrument | 4,087 | 44,085 |
| INCREASE IN UNRESTRICTED NET ASSETS | \$ 308,718 | \$ 401,725 |

(See accompanying notes to these financial statements)

MANCHESTER COMMUNITY HEALTH CENTER
STATEMENTS OF CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

| | <u>2014</u> | <u>2013</u> |
|--|---------------------|---------------------|
| Unrestricted Net Assets: | | |
| Excess (deficit) of revenue over expenses | \$ 304,631 | \$ 357,640 |
| Change in unrealized gain on financial instrument | 4,087 | 44,085 |
| | <u>308,718</u> | <u>401,725</u> |
| Temporarily Restricted Net Assets: | | |
| Contributions | 219,518 | 175,248 |
| Net assets released from restrictions for operations | <u>(290,215)</u> | <u>(199,668)</u> |
| | <u>(70,697)</u> | <u>(24,420)</u> |
| Change in Net Assets | 238,021 | 377,305 |
| Net Assets, Beginning of Year | <u>2,650,186</u> | <u>2,272,881</u> |
| NET ASSETS, END OF YEAR | <u>\$ 2,888,207</u> | <u>\$ 2,650,186</u> |

(See accompanying notes to these financial statements)

MANCHESTER COMMUNITY HEALTH CENTER
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

| | 2014 | 2013 |
|---|------------|------------|
| Cash Flows From Operating Activities: | | |
| Change in net assets | \$ 238,021 | \$ 377,305 |
| Adjustments to reconcile change in net assets to net cash (used) provided by operating activities: | | |
| Provision for bad debts | 205,317 | 173,402 |
| Depreciation | 177,006 | 180,844 |
| Change in unrealized gain on financial instrument | (4,087) | (44,085) |
| Restricted contributions | (219,518) | (175,248) |
| (Increase) decrease in the following assets: | | |
| Patient accounts receivable | (547,372) | (459,188) |
| Other receivables | (2,965) | (234,906) |
| Pledges receivable | - | 1,138 |
| Due from third party payers | - | 132,000 |
| Prepaid expenses | (29,823) | 18,640 |
| Increase (decrease) in the following liabilities: | | |
| Accounts payable and accrued expenses | 62,021 | 41,750 |
| Accrued payroll and related expenses | 179,222 | 14,263 |
| Advances from third party payers | (319,224) | 319,224 |
| Net Cash (Used) Provided by Operating Activities | (261,402) | 345,139 |
| Cash Flows From Investing Activities: | | |
| Decrease in board designated reserves | 100,000 | - |
| Capital expenditures | (223,368) | (183,524) |
| Net Cash Used by Investing Activities | (123,368) | (183,524) |
| Cash Flows From Financing Activities: | | |
| Restricted contributions | 219,518 | 175,248 |
| Decrease in donor restricted assets | 10,061 | (49,352) |
| Payments on long-term debt | (25,693) | (22,340) |
| Net Cash Provided by Financing Activities | 203,886 | 103,556 |

MANCHESTER COMMUNITY HEALTH CENTER
 STATEMENTS OF CASH FLOWS (CONTINUED)
 FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

| | 2014 | 2013 |
|--|------------|------------|
| Net (Decrease) Increase in Cash and Cash Equivalents | (180,884) | 265,171 |
| Cash and Cash Equivalents, Beginning of Year | 797,377 | 532,206 |
| CASH AND CASH EQUIVALENTS, END OF YEAR | \$ 616,493 | \$ 797,377 |
| Supplemental Disclosures of Cash Flow Information: | | |
| Cash paid for interest | \$ 36,545 | \$ 69,366 |

(See accompanying notes to these financial statements)

MANCHESTER COMMUNITY HEALTH CENTER

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2014 AND 2013

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Manchester Community Health Center, "the Health Center," is a non-stock, not-for-profit corporation organized in New Hampshire. The Health Center is a Federally Qualified Health Center (FQHC) providing high-quality, comprehensive family oriented primary health-care services, which meet the needs of a diverse community regardless of age, ethnicity or income.

Income Taxes

The Health Center is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Health Center is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Health Center's tax positions and concluded that the Health Center has no unrelated business income or uncertain tax positions that require adjustment to the financial statements. Management believes the Health Center is no longer subject to income tax examinations for years prior to 2011.

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.

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.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable

Accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Health Center uses a set percentage. Management evaluates the percentage of collections using a rolling twelve month average on a monthly basis. The Health Center has not changed its methodology for estimating the allowance for doubtful accounts.

A reconciliation of the allowance for uncollectible accounts at June 30, 2014 and 2013 follows:

| | <u>2014</u> | <u>2013</u> |
|----------------------------|-------------------|-------------------|
| Balance, beginning of year | \$ 360,000 | \$ 360,000 |
| Provision for bad debts | 205,317 | 173,402 |
| Write-offs | <u>(190,317)</u> | <u>(173,402)</u> |
| Balance, end of year | <u>\$ 375,000</u> | <u>\$ 360,000</u> |

Assets Limited as to Use

Assets limited as to use include assets designated by the board of directors and donor restricted grants and 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.

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. Restricted contributions and grants for capital acquisitions are released from restriction over the life of the related asset acquired in accordance with the reporting of related asset's depreciation expense. Restricted contributions and grants released are reported as unrestricted revenue and support.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Temporarily and Permanently Restricted Net Assets (Continued)

Permanently restricted net assets are restricted by donors to be maintained by the Health Center in perpetuity. The Health Center has no permanently restricted net assets at June 30, 2014 and 2013.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets to the Health Center are reported at fair market value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported as fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets released from restriction. Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

Patient Service Revenue

The Organization has agreements with third-party payers that provide for payments to the Organization at amounts different from its established rates. A summary of the payment arrangements with major third-party payers follows:

- Medicare -- Primary care services rendered to Medicare program beneficiaries are reimbursed under cost reimbursement methodology. The Health Center is reimbursed at a tentative encounter rate with final settlement determined after submission of annual cost reports by the Health Center and audits thereof by the Medicare administrative contractor. The Health Center's Medicare cost reports have been retroactively settled by the Medicare administrative contractor through June 30, 2012.
- Other payers -- The Health Center also has entered into payment agreements with Medicaid, certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Health Center under these agreements includes prospectively determined rates per visit, and discounts from established charges.

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 Health Center believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenues in the year that such amounts become known. The differences between amounts previously estimated and amounts subsequently determined to be recoverable from third-party payers increased patient service revenues by approximately \$4,848 and \$41,423 for the years ended June 30, 2014 and 2013, respectively.

The Health Center, as a FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Health Center contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Health Center and bill Medicare and commercial insurances on behalf of the Health Center. Reimbursement received by the pharmacies is remitted to the Health Center, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses incurred related to the program are included in other operating expenses.

Excess of Revenue Over Expenses

The statement of operations includes the excess of revenue over expenses. Changes in unrestricted net assets, which are excluded from the excess of revenue over expenses, consistent with industry practice, include unrealized gains and losses on investments other than trading securities, and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

NOTE 2 ASSETS LIMITED AS TO USE

Assets limited as to use is composed of cash and cash equivalents and consisted of the following at June 30, 2014 and 2013:

| | <u>2014</u> | <u>2013</u> |
|--------------------------------------|-----------------------|-----------------------|
| Board designated: | | |
| Working capital (Federal 330 monies) | \$ - | \$ 150,000 |
| Future capital | 50,000 | - |
| Donor restricted: | | |
| Temporarily | <u>51,136</u> | <u>61,197</u> |
| Total | <u>\$ 101,136</u> | <u>\$ 211,197</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 June 30, 2014 and 2013 follows:

| | <u>2014</u> | <u>2013</u> |
|-------------------------------------|-------------------------|-------------------------|
| Land | \$ 81,000 | \$ 81,000 |
| Building and leasehold improvements | 2,756,571 | 2,707,810 |
| Medical equipment | 205,201 | 185,668 |
| Furniture and equipment | <u>1,016,001</u> | <u>860,928</u> |
| Total cost | 4,058,773 | 3,835,406 |
| Less accumulated depreciation | <u>1,165,367</u> | <u>988,362</u> |
| Property and Equipment, Net | <u>\$ 2,893,406</u> | <u>\$ 2,847,044</u> |

NOTE 4 LINE OF CREDIT

The Health Center has a \$300,000 line of credit demand note with a local banking institution, which renews annually in December. The line of credit is secured by all assets and a second mortgage on the Health Center's real property. The interest rate on the line is set at the British Bankers' Association LIBOR plus 4% (4.154% at June 30, 2014). There was no outstanding balance at June 30, 2014 and 2013, respectively.

NOTE 5 NOTES PAYABLE

Long-term debt consisted of the following at June 30, 2014 and 2013:

| | <u>2014</u> | <u>2013</u> |
|---|---------------------|---------------------|
| Note payable, with a bank (see terms below) | \$ 1,363,717 | \$ 1,393,497 |
| Less current maturities | <u>36,800</u> | <u>21,300</u> |
| Total Long-term Debt | <u>\$ 1,326,917</u> | <u>\$ 1,372,197</u> |

On July 22, 2008, the Health Center obtained a \$1,500,000 promissory note with RBS Citizens, N. A. for the purchase of the medical and office facility in Manchester, New Hampshire. The note is secured by the real estate. The note was a five-year balloon note due July 22, 2014 to be paid at the amortization rate of 30 years. The Health Center refinanced the note on December 6, 2013. The refinanced note is a five-year balloon note due 12/1/2018 to be paid at the amortization rate of 25 years. The note is borrowed at a variable interest rate with margins adjusted annually on July 1 based on the Health Center's achievement of two operating performance milestones (3.2542% at June 30, 2014).

New Hampshire Health and Educational Facilities Authority (NH HEFA) is participating in the lending for thirty percent of the refinanced promissory note, amounting to \$414,534. Under the NH HEFA program, the interest rate on that portion is approximately 30% of the interest rate charged by RBS Citizens, N. A.

The Health Center is required to meet an annual minimum working capital and debt service coverage ratio as defined in the loan agreement with RBS Citizens, N. A. In the event of default, RBS Citizens, N. A. has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Health Center. The covenants were met at June 30, 2014.

Scheduled principal repayments on long-term debt for the next five years follows:

| Year Ending <u>June 30,</u> | Long-Term <u>Debt</u> |
|--------------------------------|--------------------------|
| 2015 | \$ 36,800 |
| 2016 | 37,382 |
| 2017 | 38,652 |
| 2018 | 39,965 |
| 2019 | <u>1,210,918</u> |
| Total | <u>\$ 1,363,717</u> |

NOTE 6 TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consisted of the following at June 30, 2014 and 2013:

| | <u>2014</u> | <u>2013</u> |
|---|-------------------|-------------------|
| United Way-Last Resort Manchester | | |
| Community Medical Fund | \$ 1,005 | \$ 2,207 |
| Merger costs | 14,045 | - |
| Behavioral health | 583 | - |
| Center for Excellence for Culturally Effective Care | 31,274 | - |
| Medicare FQHC ACPD Demonstration Project | 4,230 | 3,990 |
| New access point | - | 55,000 |
| Capital improvements (expended) | <u>196,600</u> | <u>257,236</u> |
| Total | <u>\$ 247,737</u> | <u>\$ 318,433</u> |

NOTE 7 PATIENT SERVICE REVENUE

A summary of patient service revenue for the years ended June 30, 2014 and 2013 follows:

| | <u>2014</u> | <u>2013</u> |
|--------------------------------------|---------------------|---------------------|
| Medicare | \$ 479,894 | \$ 419,236 |
| Medicaid | 3,170,576 | 2,569,299 |
| Patient and patient health insurance | <u>1,003,522</u> | <u>866,928</u> |
| Medical patient service revenue | 4,653,992 | 3,855,463 |
| 340B pharmacy revenue | <u>113,277</u> | <u>-</u> |
| Total Patient Service Revenue | <u>\$ 4,767,269</u> | <u>\$ 3,855,463</u> |

The Health Center 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 Health Center does not pursue collection of amounts determined to qualify as charity care, the revenue is recorded net of the free care allowance. The Health Center 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 Health Center's charity care policy amounted to \$1,721,704 and \$1,459,027 for the years ended June 30, 2014 and 2013, respectively.

The Health Center 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.

NOTE 8 FUNCTIONAL EXPENSES

The Health Center provides various services to residents within its geographic location. Expenses related to providing these services for the years ended June 30, 2014 and 2013 follows:

| | <u>2014</u> | <u>2013</u> |
|----------------------------|---------------------|---------------------|
| Program services | \$ 6,644,962 | \$ 5,198,285 |
| Administrative and general | <u>1,102,338</u> | <u>962,564</u> |
| Total | <u>\$ 7,747,300</u> | <u>\$ 6,160,849</u> |

NOTE 9 RETIREMENT PLAN

The Health Center sponsors a defined contribution plan under Section 403(b) of the Internal Revenue Code. Contributions to the plan amounted to \$124,789 and \$107,301 for the years ended June 30, 2014 and 2013, respectively.

NOTE 10 COMMITMENTS

Leases that do not meet the criteria for capitalization are classified as operating leases with related rentals charged to operations as incurred.

The following is a schedule by year of future minimum lease payments under operating leases for the Health Center at the year ended June 30, 2014, that have initial or remaining lease terms in excess of one year.

| <u>Year Ending</u> <u>June 30,</u> | <u>Minimum</u> <u>Lease</u> <u>Payments</u> |
|---------------------------------------|---|
| 2015 | \$ 127,321 |
| 2016 | 111,812 |
| 2017 | 74,299 |
| 2018 | 70,604 |
| 2019 | 72,016 |
| Thereafter | <u>362,094</u> |
| Total | <u>\$ 818,146</u> |

Rental expense amounted to \$99,880 and \$41,591 for the years ended June 30, 2014 and 2013, respectively.

NOTE 11 MALPRACTICE INSURANCE

The Health Center is protected from medical malpractice risk as a FQHC under the Federal Tort Claims Act (FTCA). The Health Center 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 June 30, 2014, there were no known malpractice claims outstanding which in the opinion of management, will be settled for amounts in excess of both FTCA and gap insurance coverage nor are there any unasserted claims or incidents which require loss accrual. The Health Center intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

NOTE 12 CONCENTRATION OF RISK

The Health Center has cash deposits in major financial institutions in excess of \$250,000, which exceeds federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Health Center grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. At June 30, 2014, Medicaid and Medicare represented 53% and 11% of gross accounts receivable, respectively. No other individual payer source exceeded 10% of the gross accounts receivable balance.

NOTE 13 PRIOR YEAR COMPARATIVE AMOUNTS

Certain prior year comparative amounts have been reclassified to be consistent with current year presentations. Certain other prior year amounts have been reclassified for the correction of an error. The impact of the reclassification was to reduce the excess of revenue over expenses and net assets by \$45,198.

NOTE 14 SUBSEQUENT EVENTS

On May 20, 2014 the Health Center entered into an asset transfer agreement with Child Health Services, "CHS", a New Hampshire not-for-profit corporation, in which the Health Center would acquire substantially all of CHS's assets and liabilities, excluding CHS's endowment funds. It is anticipated the acquisition will be completed during fiscal year 2015.

For financial reporting purposes, subsequent events have been evaluated by management through October 7, 2014, which is the date the financial statements were available to be issued.

MANCHESTER COMMUNITY HEALTH CENTER
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2014

| 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 | | \$ 1,666,348 |
| Pass-through programs from: | | | |
| State of New Hampshire Department of Health and Human Services | | | |
| Project LAUNCH | 93.243 | 157274-B001/90002996 | 355,628 |
| Primary Care | 93.994 | 102-500731/90080000 | 23,900 |
| Breast and Cervical Cancer Prevention | 93.283 | 102-500731/90080081 | 47,036 |
| Bi-State Primary Care Association | | | |
| Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Exchanges | 93.750 | | <u>24,843</u> |
| Total U.S. Department of Health and Human Services | | | 2,117,755 |
| U.S. Department of Housing and Urban Development | | | |
| Pass-through programs from: | | | |
| City of Manchester, NH | | | |
| Community Development Block Grant | 14.218 | 213613-H | <u>12,250</u> |
| Total Expenditures of Federal Awards | | | <u>\$ 2,130,005</u> |

The accompanying notes are an integral part of this schedule.

MANCHESTER COMMUNITY HEALTH CENTER
 NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 FOR THE YEAR ENDED JUNE 30, 2014

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards, "the Schedule", includes the federal grant activity of Manchester Community Health Center, "the Health Center", under programs of the federal government for the year ended June 30, 2014. 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 Health Center, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Health Center.

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.

NOTE 3 SUBRECIPIENTS

Of the federal expenditures presented in the schedule, the Health Center provided federal awards to subrecipients as follows:

| <u>Program Title</u> | <u>CFDA Number</u> | <u>Amount Provided to Subrecipients</u> |
|----------------------|------------------------|---|
| Project LAUNCH | 93.243 | \$ 113,915 |

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 Auditors' Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance with *Government Auditing Standards*

Board of Directors
Manchester Community Health Center
Manchester, 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 financial statements of Manchester Community Health Center, which comprise the balance sheets as of June 30, 2014, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 7, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Health Center'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 financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Health Center's internal control. Accordingly, we do not express an opinion on the effectiveness of the Health Center'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 Health Center's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the 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. O. O.', located in the lower right quadrant of the page.

Concord, New Hampshire
October 7, 2014

BRAD BORBIDGE, P.A.
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197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

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Independent Auditors' Report on Compliance for Each Major Federal
Program and Report on Internal Control Over Compliance

Board of Directors
Manchester Community Health Center
Manchester, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Manchester Community Health Center'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 Health Center's major federal programs for the year ended June 30, 2014. The Health Center's major federal programs are identified in the summary of auditors' 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.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Health Center'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 Health Center'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 Health Center's compliance.

Opinion on Each Major Federal Program

In our opinion, the Health Center complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2014.

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 Health Center'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 Health Center'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. Kelly".

Concord, New Hampshire
October 7, 2014

MANCHESTER COMMUNITY HEALTH CENTER
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS
 FOR THE YEAR ENDED JUNE 30, 2014

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? | None Reported |
| 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? | None Reported |
| 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 |
| Project LAUNCH | 93.243 |

| | |
|--|-----------|
| D. Dollar threshold used to distinguish between Type A and Type B programs | \$300,000 |
|--|-----------|

| | |
|---|-----|
| E. Auditee qualified as low-risk auditee? | Yes |
|---|-----|

MANCHESTER COMMUNITY HEALTH CENTER
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2014

Section II – Findings and Questioned Costs

A. Financial Statements

There were no financial statement findings for the year ended June 30, 2014.

B. Federal Awards

There were no Federal awards findings for the year ended June 30, 2014.

Section III – Prior Findings and Questioned Costs for the Year Ended June 30, 2013

A. Financial Statements

2013-1 Accounts Receivable and Revenue Recognition

Condition:

Accounts receivable and revenue were not recorded in the appropriate accounting period.

Recommendations:

We recommend management evaluate the differences between date of entry and date of service and potential reporting and posting challenges presented by either method. Once evaluated, we recommend management develop internal control procedures to ensure charges and related adjustments are reported in the appropriate period.

Current Status:

Management evaluated the differences between the two reporting mechanisms and adopted the report that best ensured revenue was posted to the appropriate period and developed internal control procedures to also ensure charges and any related adjustments are reported in the appropriate period.

MANCHESTER COMMUNITY HEALTH CENTER
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2014

Section III - Prior Findings and Questioned Costs for the Year Ended June 30, 2013
(Continued)

B. Federal Awards

2013-1 Accounts Receivable and Revenue Recognition

Same as financial statement findings reported above.

Board of Directors

Manchester Community Health Center

| | | | | | |
|--------------------------|---|----------------|------------|-------------------|----------|
| KATHLEEN DAVIDSON | Marketing & Dev | Director | 11/4/2014 | November, 2017 | 11/04/23 |
| BARBARA LABONTE | Finance (CHAIR) Executive | Treasurer | 6/25/2014 | June, 2017 | 06/25/23 |
| DOMINIQUE A. RUST | Executive (CHAIR) Finance | President | 4/6/2010 | April, 2016 | 04/06/19 |
| DAVID CUZZI | Strategic Planning (CHAIR) Executive | Vice President | 2/7/2012 | February, 2018 | 02/07/21 |
| GERMANO MARTINS | Strategic Planning | Director | 2/2/2010 | February, 2016 | 02/02/19 |
| TONI PAPPAS | Marketing & Dev (CHAIR) | Director | 2/2/2010 | February, 2016 | 02/02/19 |
| GERRI PROVOST | Finance Executive | Secretary | 11/4/2008 | Term ends 11/4/17 | 11/04/17 |
| ANDRU VOLINSKY | Strategic Planning | Director | 7/23/2013 | July, 2016 | 07/23/21 |
| MUKHTAR IDHOW | | Director | 4/6/2010 | April, 2016 | 04/06/19 |
| MYRA NIXON | Personnel (CHAIR) | Director | 9/1/2008 | Term ends 9/17 | 09/01/17 |
| DON WALEGA | Quality Improvement | Director | 1/3/2012 | January, 2018 | 01/03/21 |
| IDOWU EDOKPOLO | | Director | 11/19/2013 | November, 2016 | 11/19/21 |
| TULASI POKHREL | Personnel | Director | 11/19/2013 | November, 2016 | 11/19/21 |
| | | | | | |

J. Gavin Muir, M.D.

(603) 935-5223 - work

EXPERIENCE

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Chief Medical Officer, Staff Physician September 2013 – present
Chair Quality Improvement Committee

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Quality Director, Staff Physician March 2011 – September 2013
Chair Quality Improvement Committee

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Medical Director, August 2000 – March 2011
Manage, schedule and supervise 11 providers. Co-chair Quality Improvement Committee.
Serve as provider staff liaison to MCHC Board and Senior Management.

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Staff Physician, August 1998 – August 2000

COLORADO MENTAL HEALTH INSTITUTE, Pueblo, CO
Medical Staff Physician, 1997 - 1998

PRO ACTIVE MEDICAL CENTER, Pueblo, CO
Medical Staff Physician, 1997 - 1998

SPECTRUM HEALTH CENTER, Colorado Springs, CO
Urgent Care Physician, 1997 – 1998

EDUCATION

SOUTHERN COLORADO FAMILY PRACTICE RESIDENCY, Pueblo, CO
Graduated Board Eligible, June 1998
Completed Advanced Training Track for high-risk and operative obstetrics

TEMPLE UNIVERSITY SCHOOL OF MEDICINE, Philadelphia, PA
M.D. May 1995
Captain & President, Temple University School of Medicine Rugby Football Club

PRINCETON UNIVERSITY, Princeton, NJ
M.S. May 1991
Princeton University Rowing Eastern Sprints Champion 1988
Princeton University Rowing Henley Regatta Participant 1988

LICENSURE &

- New Hampshire State Medical License

- CERTIFICATION**
- DEA Certification
 - AAFP Board Certified
 - Advanced Cardiac Life Support (ACLS)
 - Basic Life Support (BLS)
 - Neonatal Advanced Life Support (NALS)
 - Advanced Life Support in Obstetrics (ALSO)

**PROFESSIONAL
MEMBERSHIPS**

- The American Academy of Family Physicians, 1992 – present
- American Medical Association, 1991 – present
- New Hampshire Medical Society, 1998 – present

PERSONAL

Married. Three year old daughter. Enjoy camping, hiking, skiing and outdoor activities.

Diane Trowbridge, RN, MBA

SUMMARY: Experienced results-oriented in ambulatory healthcare with strong work ethic and proven leadership skills

LICENSES:

- Registered Nurse

ACCOMPLISHMENTS:

- Clinical Quality Leader
- Coordinator of Board of Directors Patient Care Assessment Committee
- Promoted to Senior Management Team 2008
- Infection Control Practitioner
- JCAHO Survey/PPR (Periodic Performance Review) Leader
- Coordinator Nursing Task Force
- Project Lead-Patient Centered Medical Home Recognition –Level 3
- Chair Quality and Standards Committee
- Chair Nursing Peer Review and Competency committee
- Core Team member Project 01 (electronic health record conversion)
- Developed Nursing Evidence Based Guidelines and Peer Review Committee
- Coordinate Provider Peer Review
- Coordinate Clinical Guidelines Committee

EXPERIENCE:

04/2013-present

Lowell Community Health Center

- Chief Quality Officer
- Responsible for Joint Commission Accreditation, Health Resources Services Administration Clinical Quality Measures, Patient-Centered Medical Home Level 3 recognition and implementation for high volume, diverse patient population

2009-present

Lowell Community Health Center

Lowell, Massachusetts

Chief of Clinical Operations

- In conjunction with Chief Medical Officer, responsible oversight for a busy, public community health center with internal medicine, family practice, pediatrics, OB/GYN, HIV, Family Planning, Behavior Health Services and School-based health centers with over 144 thousand visits annually

2007-2009

Director Family Practice, Prenatal and Women Services

- Responsible for the clinical, fiscal and administrative operation of ambulatory care services totaling over 15,000 patient visits annually
- Manage 5 grants with 3 departmental budgets
- Recruited, interviewed, hired, trained and supervised staff.
- Manage 47 employees of various disciplines including physician, nurse midwife, nursing and clinical support

2004-2007

Quality Nurse Manager and Infection Control Practitioner

- Develop Medication Management System
- Responsible for Infection Control Plan development and system-wide implementation
- Develop Employee Bloodborne Pathogen Exposure Plan
- Developed Staff Infection Control Trainings
- N95 Fit testing initiated for LCHC employees

Clinical Manager of Metta (family primary care practice focusing on Southeast Asian population)

- Responsible for clinical operation of busy ambulatory primary care department
Providing direct patient care services with over 8000 visits annually
- Responsible for clinical operation of RHAP (MDPH Refugee Health Assessment Program)

1998-2004

Department Manager (Women's Reproductive Health)

- Coordinated clinic and staff schedules.
- Recruited, interviewed, hired, trained and supervised staff.
- Participated in monthly Department Manager and Quality Improvement Meetings.
- Maintained compliance with state and federal grants.
- Conducted monthly staff meetings and internal quality improvement audits.
- Assessed staff training needs and scheduled In-Service education.
- Developed and implemented protocols and logbooks.
- Conducted follow-up on patients with abnormal pap smears.
- Performed clinical nursing duties related to family planning.

1994-2000

Cardiology Associates of Greater Lowell

Senior Registered Nurse

Coagulation management/PN/INR tracking of over 100 patients

- Thallium Stress Tests
- Exercise tolerance testing
- Trans-telephonic pacemaker testing
- Direct patient office care for primary and cardiology patients

1989-1994

Healthworks

Lowell, Massachusetts

Family Planning Staff Nurse

Abnormal Pap Management Coordinator

Clinical Nurse Manager

- Direct family planning service provider for busy family planning clinic
- Designed and implemented abnormal pap management system

1982-1989

St. John Hospital/Saints Memorial Medical Center

Staff/Charge Nurse

- Emergency Department triage and critical care 1984-1989
- Charge nurse for 30 bed medical-surgical unit 1982-84
- Assumed charge responsibility of busy ambulatory emergency department
- Nominated for Staff Nurse award for Clinical Excellence in Emergency Nursing
- Served as a preceptor in a 112 hour program for Senior Nursing Students

EDUCATION:

2001

Suffolk University

Masters Certificate in Community Health Management

1982

Northern Essex Community College

Associate Degree in Nursing Science

High Honors

PROFESSIONAL:

- Member Massachusetts League of Community Health Centers (MLCH)
- Member National League of Community Health Centers
- Member Board of Directors House of Hope Family Shelter
- Member Greater Lowell Visiting Nurse Association
- Member Professional Workforce Group Massachusetts Midwifery Project
- Member American Association of Infection Control Professionals
- 2008 MLCHC (Massachusetts League of Community Health Centers)Employee of the Year

- Project Advisory Board Member' Caring for Women... A Profile of the Midwifery Workforce in Massachusetts; Center for Women in Politics and Public Policy ; McCormack Graduate School of Policy and Global StudiesUMass Boston

REFERENCES:

Available upon request

Kristen McCracken, MBA

Objective

To work for an organization with a clear vision, philanthropic community involvement, well-respected leadership, a strong strategic plan, and a corporate culture that is motivating and inclusive.

Education

Undergraduate Degree: 1991 Mt. Holyoke College, Major: Psychology, Minor: Latin American Studies

Graduate Degree: 2000 Rivier College, MBA Health Care Administration

Summary of Qualifications

Areas of Experience:

- Community Health
- Primary Care
- Behavioral Health
- Electronic Medical Records
- Substance Abuse, HIV/AIDS
- Domestic Violence
- Rape Crisis
- Culturally Diverse Populations
- Federally Funded Programs
- Joint Commission Accreditation
- Fundraising
- Board of Directors

Skill Sets:

- Operations Management
- Strategic Planning
- Budget Development
- Grant Writing/Report Management
- Group Facilitation
- Regulatory Compliance
- Staff Supervision
- Project Management
- Quality Improvement/Data Mgmt.
- Community Collaboration
- Facilities Oversight
- Program Development

Professional experience

2013-Present: **President and CEO**- Manchester Community Health Center

- Oversee all service programs provided by MCHC to ensure that client needs are met and quality standards are maintained and monitored in an efficient, cost effective manner by: supervising program personnel; annually assessing relevance of current programs to community needs; achieving and maintaining appropriate accreditation and/or licenses for programs.
- Ensure that MCHC services are consistent with its mission, vision, and strategic plan to ensure that programming is relevant to existing and emerging client and community needs.
- With the Board Strategic Planning Committee, develop and assist with the planning, execution and evaluation of a fund raising program. Establish and maintain a rapport with corporate sponsors, major contributors, directors, volunteers, civic organizations, and other parties in which the Center does business.
- Recommend a staffing pattern to ensure efficient management and operation of all programs and activities.
- Serve as the primary staff resource for MCHC Board of Directors to ensure effective use of and communication with trustees.
- Ensure that MCHC activities are operated in a cost-effective, efficient manner to ensure ongoing financial stability
- Call and preside at regular meetings with staff to ensure adequate communication between staff, to give the opportunity to share ideas and concerns, to coordinate efforts, and to ensure appropriate standardization of policies and procedures.
- Recommend and communicate necessary policies and procedures to ensure adherence to management, program service, fiscal and accounting standards, and standards of good personnel procedures.

- Develop, coordinate, and maintain effective relationships between MCHC and other groups (such as State legislature, public and private health, welfare and service agencies, media, etc..) to create public and professional understanding and support of the organization's objectives and activities.

2000-2013: **Director of Operations**- Manchester Community Health Center, Manchester, NH. In collaboration with other Senior Management staff, the DOO assumes responsibility for the day-to-day management of operations of the health center:

- Responsible for multiple departments, including Ancillary Staff, Nursing, Medical Assistants, Medical Records, Volunteers, Interpreters, and Business Office Staff.
- Collaborate with other senior management team members in overseeing health center operations, policy and program development, staff supervision, and overall program management of the organization.
- Maintaining continuity and quality of care for clients, including oversight of Patient Satisfaction programs, and co-responsibility for implementation of Quality Improvement Initiatives. Responsible for Patient Centered Medical Home and Meaningful Use activities.
- Primary responsibility for data analysis related to quality of care initiatives
- Key role in the development of center-wide goals and representing the Health Center in various community settings.
- Project Manager for the EMR (Electronic Medical Record) called Centricity (EMR & PM) including initial setup and implementation, ongoing support and development
- Participate in Board of Directors meetings, and several board and staff committees, including Safety, Personnel, Ethics, Strategic Planning, QI, Corporate Compliance, Medical Advisory Committee
- Direct staff and management team supervision, grant writing, project management, regulatory compliance, community collaborations, cultural competency, budget development, and other operational activities.
- Facilitation of employee satisfaction survey development, administration and response
- Oversight and development of ancillary services including interpretation, transportation, nutrition, dental collaboration grants and behavioral health.
- Special initiatives including Medical Home certification, Meaningful Use planning, Joint Commission accreditation, and similar ventures

1997-2000: **Family Services Manager**- Manchester Community Health Center, Manchester, NH. Responsible for the management of the behavioral health services, care management, nutrition, interpretation, and coordination of ancillary services programming.

1996-1997: **Crisis Outreach Counselor**- Manchester Community Health Center, Manchester, NH. Provided crisis intervention and short-term counseling to patients identified by provider staff as high risk. Complete psycho-social intakes on new patients. Performed outreach services to patients who had fallen out of care. Coordinated care with medical team and behavioral health staff.

1995-1996: **Substance Abuse Clinician I**- Habit Management Institute, Lawrence, MA.

- Substance Abuse individual counseling
- Methadone treatment planning
- Substance abuse education
- Facilitation of support groups
- Admission/discharge planning, and community networking.

1993-1995: **Case Manager/Volunteer Coordinator, Fundraising Coordinator**- River Valley AIDS Project, Springfield, MA.

- Volunteer Program Coordinator responsibilities included developing and maintaining a volunteer program for the agency, networking, training, design and implementation, volunteer support, and monthly billing/statistics.
- Development Coordinator responsibilities included creating a fundraising donor base, initiating the development of new fundraising events, facilitating relationships with corporate sponsors, maintaining quarterly newsletters, and facilitating the following committees: Anthology Committee, Dinner for Friends Committee, Gay Men's Focus Group, Fundraising Committee, and the Children Orphaned by AIDS Committee.
- During first year of employment functioned as a Case Manager, with responsibilities including referrals, trainings, translation, support groups, counseling, advocacy, and monthly billing. Created the first public Resource Library for HIV/AIDS in Western MA, developed a donation program, and developed a Speaker's Bureau program, as well as supervised interns and trained new staff.

1990-1993: **Rape Crisis Counselor, Children's Advocate/Counselor**- YWCA, Springfield, MA.

- Rape Crisis Counselor: responsible for essentially all aspects of programming including statistics for grant reporting, billing records, case records, and individual, couples and family counseling services. Also responsible for legal and medical advocacy, educational trainings, and hotline/on-call responsibilities. Facilitated four support groups for adults, teens, Spanish speaking women, and teenagers who had re-perpetrated their sexual abuse.
- Children's Counselor/Advocate: responsible for individual counseling, a children's support group, parenting classes, and working with the referral needs of the children in the battered women's shelter. As a member of the Counseling team: answered hotline calls, provided individual counseling, kept case files, ran in-house support groups, and provided traditional case management.

Languages Spoken

Spanish (Verbal and Written)

Community activities

- ↓ Board of Directors, NH Minority Health Coalition 1999-2002
- ↓ Medical Interpretation Advisory Board 2002-2008
- ↓ Chair, Data Subcommittee: NH Health & Equity Partnership 2010- Present
- ↓ Diversity Task Force, State of NH DHHS 2002-2010
- ↓ Healthcare for the Homeless Advisory Board 2004-2012
- ↓ Volunteer: B.R.I.N.G. IT! Program (2009-2012)
- ↓ Adult Literacy Volunteer: 2009-2010
- ↓ Advisory Board: Nursing Diversity Pipeline 2008-2012
- ↓ Advisory Committee: HPOP (Health Professionals Opportunities Project) 2010-2013

Interests and activities

I enjoy tennis, kayaking, hiking, reading, gardening, travel and family activities.

References

1. Claudia Cunningham, RN, MBA (Previous Supervisor at MCHC) [REDACTED]
2. Gavin Muir, MD, CMO of MCHC (Colleague) [REDACTED]
3. Greg White, CEO at Lamprey Health Care (Colleague) [REDACTED]
4. Tina Kenyon, RN, MSW at Dartmouth Family Practice Residency (Colleague in Community) [REDACTED]

Michele M. Croteau
Certified Management Accountant

Experience

| | | |
|--|--|---|
| Financial Management in a Multi-Corporate, Multi-State, Multi-Location Environment | GASB 34 & 45 Implementation | Capital Campaign Reporting |
| Not for Profit & Fund Accounting | Audit Management | Cost Analysis |
| Risk Management | Design of Internal Controls | Software Research, Selection & Implementation |
| Cash Flow Management | Single Audit Act Requirements | Process Walk Through & Design |
| Short Term Investing | DOL Requirements | Team Management |
| Financing Negotiations & Lease Purchasing | Grant Management /Federal Contracts | Team Facilitation |
| Bond Financing, BANs, QSCB, BABs | Direct Supervision of Various Departments: | 990 & 990t Preparation |
| Budget / Project Planning & Management | Accounts Payable, Accounting, Payroll | State Charitable Trust Reports |
| Mergers | Accounts Receivable, Purchasing | Fixed Assets Management |
| RFP & Bid Development | Transportation, Food Service, | Insurance Negotiations |
| Medicare / CORF Cost Reports | Facility Management, Human Resources | Worker's & Unemployment Comp. |
| Collective Bargaining | TV, Radio, and Public Presentations | Conference Speaker |
| Board Level Presentations | | |

Software

| | | |
|---|-----------------------------------|-------------------------|
| Excel Spread Sheets / Graphs / Pivot Tables | Unifund / Pentamation / MUNIS | Power Point |
| Approach Database Word | Outlook / Organizer / First Class | Solomon & FRX Drilldown |
| Google Mail & Google Docs | Crystal Report Writer | Quickbooks & Quicken |

Major Accomplishments – Concord School District (SAU#8)

Coordinated search, selection and implementation process for new financial / human resources software
Established a new chart of accounts to better meet District needs and comply with GAAP and State Handbook II guidelines
Introduced internal controls which successfully reduced the Management Letter comments by 100% from 38 to -0-
Obtained approval of \$3.68m in Qualified School Construction Bond funding - savings of approx. \$1m in interest
Created detailed financial model for costing all components of proposals during collective bargaining negotiations
Established a standardized procedure manual for use district-wide in the management of Student Activity Accounts
Established monthly process to export financial expenditure data for ease of analysis using Excel Pivot Tables
Refined budget process and created materials for Board presentation and public hearings
Positioned District to be able to bond \$62.5m for a facility project independently; Secured Moody's rating of Aa2 in 2010
Issued \$55m in bonds including Build America Bonds; Affirmed Aa2 Moody's rating; Secured first Standard & Poor's rating of AA-
Saved \$8.5m in interest expense on \$55m bond issue through interest rebates

Major Accomplishments – SAU #19

Implementation of Annual Benefit Fairs
Negotiation of District Wide Copier Upgrade Plan
Staff Retention and Development
Implementation of Internal Controls
Financial Tracking / Reporting of Building Projects
Search and Selection of Finance/HR Software
District Savings Through:
* Resolution of Outstanding IRS Issues upon hire
* Implementation of Health Insurance Reconciliation
* Implementation of COBRA Tracking Process
* Bond Refunding resulting in \$340k+ in savings
* Implementation of GASB 34 In-house / No Consultant Fees
* Negotiation of a 3-Year Rate Guarantee for Life & LTD Coverage
* Renegotiated a 66-Month Fixed Fee Copier Contract Resulting in \$26K in Savings Over Prior Contract
* Improved Goffstown School District's Bond Rating from A3 in 1998 to A2 in 2001

Major Accomplishments – Easter Seal Society

Active in Financial Turnaround of Not-for-Profit Organization
Assisted in Merger of \$5 Million NY Organization
Implemented Weekly Financial Information
Roll out of Drilldown Process & Networked Financial Information
Successful IRS Audits – No Adjustments
Conversion to Client / Server / Financial Software
Successful Financial & A-133 Audits
430% increase in Short Term Cash
Recipient of Awards for Outstanding Service[†]

Michele M. Croteau
Certified Management Accountant

Relevant Work History

June 2012 – Present **Manchester Community Health Center(MCHC) Manchester, NH**
Chief Financial Officer – MCHC is a not-for-profit Federally Qualified Healthcare Center with 2 locations providing comprehensive primary care services with a focus on ensuring access to healthcare for the uninsured and underserved in the Greater Manchester Area. With an annual budget of \$7m, MCHC provides family practice, pediatrics, obstetrics, podiatry, optometry, behavioral health, nutrition and health education, interpretation, transportation, and 403(b) pharmacy services for 8,800 active patients with 35,000 encounters and 220 deliveries annually. The CFO is responsible for all aspects of financial operations including leading, planning, organizing and overseeing financial operations. The CFO is a key member of the Senior Management team, serves as the MCHC representative to various external organizations, services on the Finance Committee (FC) of the Board of Directors and is responsible for financial reporting to the FC and the Board. The CFO is responsible for the recommendation of fiscal policy as well as the interpretation and application of fiscal policy as established by the Board of Directors.

December 2005 – June 2012 **Concord School District SAU #8 Concord, NH**
Business Administrator / Treasurer – The Concord School District is the 4th largest district in the State with approximately 4,900 students throughout 5 active elementary schools, 1 middle school and 1 high school, 1,000 staff, an operating budget of \$70m plus \$66.8m in construction budgets. This position supervises an office of 7 and is responsible for all financial operations, including but not limited to the processing of payroll, accounts payable, cash receipts, purchasing, budget development and tracking, financial reporting, internal controls, bid management, bond issuance and alternative financing arrangements, grant management, audit preparation, participation in risk management and insurance negotiations, and State reports. Additionally, this role functions as a member of the Executive Team, is responsible for supervision of the Food Service and Transportation departments, and is on the negotiating team for the Concord Education Association collective bargaining agreement.

October 1998 – December 2005 **School Administrative Unit # 19 Goffstown, NH**
Business Manager - The SAU served the school districts of Dunbarton, Goffstown, and New Boston including 6 schools, approximately 3,800 students and 500 staff. This position supervised an office of 5 and was responsible for all financial operations, including but not limited to the processing of 4 payrolls, accounts payable, cash receipts, purchasing, budget development and tracking, financial reporting, internal controls, bid management, bond issuance, grant management, audit preparation, review and negotiation of contractual documents, risk management and insurance negotiations. food service operations, State reports, and development of the annual district meeting warrants. Dunbarton's budget was approved via traditional Town Meeting, New Boston's was SB-2 non-Municipal Budget Act (no Budget Committee; Finance Committee advisory only), Goffstown was SB-2 Municipal Budget Act (Budget Committee approved budget for public vote) and the SAU's budget was approved via the SAU Board.

July 1986 – September 1998 **Easter Seal Society of NH, Inc. Manchester, NH**
July 1988 – September 1998 **Controller (for Parent & Subsidiaries)**
Corporate headquarters for a \$29 million tri-state, multi-corporate not-for-profit organization employing approximately 1000 staff. Supervised departments including 13 staff responsible for 4 payrolls, purchasing, accounts payable, cash receipts, internal and external audits, grant reporting and management, budget development, financial statement preparation, general ledger chart of accounts structure, and new reports development. Provided cash management, investing of short term funds, negotiating and securing loans, cost analysis, and cost projections. Served as an authorized signer on all accounts.
Sept. 1992 – Sept. 1994 **Controller & Information Systems Supervisor (including network management)**
July 1986 – July 1988 **Assistant Controller (Promoted)**

1979 – 1986 **Employment in accounting (Easter Seal Society) and computer programming.**

Education

New Hampshire College Bachelor in Management Advisory Services (Dual Degree – Accounting & Computer Science)
Certifications: Certified Management Accountant, IMA; Certified Network Administrator version 3.11, Novel
Credentials: Business Administrator - Alternative IV Statement of Eligibility

Associations

NH ASBO – Immediate Past President (2007, 2008), President (2006), Vice President (2005), Executive Committee (2003, 2004)
Institute of Management Accountants IMA – Controllers Council (Past Member)
ASBO International NH School Administrators Association

Other

Presenter: Budgeting – NH ASBO (2005); Budgeting – Tri-State ASBO (2005); RFP's – NH SAA (2005 Best Practices)
Competitive Bidding for Utilities - NH SAA (Best Practices)
Various presentations for aspiring school administrators – NH SAA

Board Member: NHTI Advisory Board (active; appointed summer 2010)
Founding Member of the John Stark General's Football Association; Treasurer (term expired)

Subject: Family Planning

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|---|---|---|
| 1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services | | 1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504 | |
| 1.3 Contractor Name Child Health Services | | 1.4 Contractor Address 1245 Elm Street Manchester, NH 03101 | |
| 1.5 Contractor Phone Number 603-629-9707 | 1.6 Account Number 05-95-90-902010-5530-102-500734 05-95-45-450010-6146-502-500891 | 1.7 Completion Date June 30, 2015 | 1.8 Price Limitation \$107,171.73 |
| 1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief | | 1.10 State Agency Telephone Number 603-271-4501 | |
| 1.11 Contractor Signature <i>Lisa DiBrigida MD</i> | | 1.12 Name and Title of Contractor Signatory <i>Lisa DiBrigida MD Medical Director</i> | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>4/30/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace <i>Catheryn Burchett</i> [Seal] | | CATHERYN BURCHETT, Notary Public My Commission Expires August 19, 2014 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <i>Catheryn Burchett, Notary Public</i> | | | |
| 1.14 State Agency Signature <i>Lisa L. Bujno</i> | | 1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Jane P. Herrick</i> <i>Jane P. Herrick, Attorney</i> On: <i>27 May 2013</i> | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

JAD
4/30/13

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials:

Date:

JAD
4/30/13

NH Department of Health and Human Services

Exhibit A

Scope of Services

Family Planning Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Child Health Services

ADDRESS: 1245 Elm Street
Manchester, NH 03101

Social Services Director: Katy Burchett

TELEPHONE: 603-629-9707

The Contractor shall:

I. General Provisions

A) Eligibility and Income Determination

Family Planning (FP) services will be provided to individuals of childbearing ages in New Hampshire (NH) who request such services. Preference will be given to clients who live within the Contractor's service area. Special emphasis will be placed on serving adolescents and individuals in low-income families (defined as $\leq 250\%$ of the U.S. Department of Health & Human Services "Poverty Guidelines").

1. The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.
2. The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.
3. Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.
4. Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.
5. The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

B) Numbers Served

The FP Program will provide comprehensive reproductive health care to include age-appropriate clients, anticipatory guidance, education, assessment, counseling on preconception health care (reproductive life plan) and referrals for nutrition services, substance abuse, domestic violence, sexual assault and other health related issues.

C) Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. Provide clients of limited English proficiency (LEP) with interpreter services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client, language line).

D) State and Federal Laws

The Contractor is responsible for compliance with all relevant state and Federal laws. Special attention is called to the following statutory responsibilities:

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301 as most currently amended (1/05).
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offences.
3. Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

E) Relevant Policies and Guidelines

Contractors operate, at minimum, in accordance with the following:

1. The (Federal) Office of Population Affairs, Office of Family Planning, *Program Guidelines for Project Grants for Family Planning Services*, dated January 2001, and subsequent amendments, program instructions and clarifications.
2. National program priorities established by the Office of Population Affairs.
3. The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.
4. The Contractor must submit to MCHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.
5. The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

F) Publications Funded Under Contract (Standard Language)

1. The DPHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DPHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.
3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

G) Subcontractors

1. If any service required by this exhibit is provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract.
2. In addition, the original DPHS Contractor will remain liable for all requirements included in this exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A. Service Requirements

1. Clinical Services

In addition to following the federal and state guidelines outlined above, clinical services will be guided by the protocol and practice guidelines established by the Contractor and will be supervised by a medical director qualified to oversee obstetric and gynecological care.

2. HIV Counseling and Testing

HIV counseling and testing provided by family planning Contractors must conform to CDC's Fundamentals of HIV Prevention Counseling and staff providing this counseling must be trained in this counseling model.

3. Health Education Materials

Health education materials are to be reviewed according to Federal Program Guidelines for Project Grants for Family Planning Services (reference section 6.8) and the NH State Family Planning Program's Information and Education Policy on the review, approval, and distribution of family planning materials. Delegate agencies may be asked to work with the State in identifying consumer volunteers to review educational materials in order to provide consumer input. Any and all materials an agency develops for marketing or patient education must be submitted, in its final draft form, for approval before printing or duplicating it in quantity.

4. Sterilization Services

Those Contractors providing sterilization services will adhere to all federal sterilization requirements as outlined in the Federal Program Guideline's Attachment C, Sterilization of Persons in Federally Assisted Family Planning Projects and subsequent revisions or amendments related to this federal requirement.

5. Transitional Assistance for Needy Families (TANF) and Title X FP Collaborative

The TANF and Title X Collaborative will conduct statewide activities to support knowledge of and access to FP services by populations in need, with a particular emphasis on Medicaid-eligible women and adolescents at risk for pregnancy. The Contractor shall produce a plan that documents a promotional & partnership building strategy and marketing/outreach campaign that includes identification of the target population, details, activities and projects for reaching the target population and specifies evaluation measures. The NH FP & Contractors will review the plan on an on-going basis to monitor progress towards outcomes and overall project goals.

6. Research

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform the Division of Public Health Services, Maternal and Child Health Section prior to initiating any research related to this contract.

7. School-based Education Programs

Contractors must enter into a written agreement with any school where the Contractor will implement sexuality education programs for students under the age of 18. The agreement must be signed by the school principal/or designee and must include a statement that information was provided to parents which offered the opportunity for the parents to opt their child out of any program to which the parent objects.

B) Staffing Provisions

1. Staff Training and Qualifications

Documentation will be available to show that all staff members employed in the Family Planning program has adequate training to fulfill their activities. Staff performing clinical functions will have NH licensing that is required for their responsibilities. Each agency will employ appropriate credentialing procedures to assure that clinical staffs have appropriate education and experience for their responsibilities.

2. Medical Director Participation

Each agency will have the services of a medical director who has special training and/or experience in family planning services. For each Contractor, the medical director and the clinical staff shall participate in the development and approval of specific guidelines for medical care that meet or exceed these minimal standards. In addition, the medical director shall participate in QI activities and be available to other staff for consultation.

3. Community Education & Partnership Development

The Contractor will designate one staff member or committee responsible for the coordination and development of a community education and outreach plan, to include partnership development so as to increase utilization of family planning services. A community education & outreach report will be required, as well as any supporting documentation that supports the development of partnerships with key community stakeholders.

4. Staffing Changes

New Hires

The Contractor shall notify the Maternal and Child Health Section (MCHS) in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee shall accompany this notification.

Vacancies

The Contractor must notify MCHS in writing of key positions (agency executive director, agency fiscal director, medical director, site manager, community educator, teen clinic coordinator, TANF coordinator) vacant for more than three months. This may be done through a budget revision. In addition, MCHS must be notified in writing if at any time any site funded under this agreement does not have adequate clinical and administrative staffing to perform all required services for more than one month.

C) Coordination of Services

1. The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.
2. As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.
3. As part of the Family Planning Workplan process, each Contractor will make plan explicitly identifying community services providers who will be contacted for face-to-face meetings intended to build partnerships, increase coordination and referrals with other providers.

D) Meetings and Trainings

The Contractor will be responsible to send staff to meetings and training required by the family planning program, including but not limited to: medical director's meetings, family planning director's meetings, community educator/clinic coordinators meetings, data training and review meetings and family planning orientation.

III. Quality or Performance Improvement (QI/PI)

A) Workplans

1. Performance Workplans must be submitted and are used to monitor achievement of standard measures of performance of the services provided under this contract. Said workplan is incorporated herein by reference.
2. Performance Workplans and Workplan Outcome Reports will be completed according to the schedule and instructions provided by MCHS. The workplans are a key component of the DPHS and MCHS performance based contracting system and of this contract.
3. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS in to the agency's QI/PI plan. Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets. If the Contractor's performance is above the defined target, no additional information will need to be provided. It will be the understanding that activity and evaluation efforts were effective in reaching the desired outcome. If the Contractor's performance is below the defined target, an explanation must be provided of why and what action steps (corrective action plan) will be taken to improve performance.
4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the Contractor with reasonable notice of such changes.

B) Data and reporting requirements

In addition to Performance Workplans and Outcome Reports, the Contractor shall submit to MCHS the following data used to monitor program performance:

1. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff list forms must be completed according to the relevant instructions and submitted as requested by DPHS.
2. The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
3. Completed UDS tables reflecting program performance in the previous calendar as requested by DPHS.
4. A copy of the Contractor's updated Sliding Fee Scale including the amounts(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.
5. An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.
6. Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.
7. By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report.

8. As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.
9. Comply with all Family Planning Program and STD/HIV Prevention Bureau requirements for reporting chlamydia testing.

C) On-site reviews

1. The Contractor shall allow a team or person authorized by the MCHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical services management, financial management and design and delivery of educational services to assure systems are adequate to provide the contracted services.
2. Reviews shall include client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. On-site reviews may be waived or abbreviated at the discretion of MCHS, upon submission of satisfactory reports of reviews such as Health Services Resources Administration (HRSA): Office of Performance Review (OPR), or reviews from nationally accreditation organizations such as the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), the Community Health Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Healthcare (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this exhibit, and actions to strengthen performance as outlined in the agency Performance Workplan.

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Family Planning Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Child Health Services

ADDRESS: 1245 Elm Street
Manchester, NH 03101

Social Services Director: Katy Burchett

TELEPHONE: 603-629-9707

Vendor #177266-B002

Job #90080203
#45130203

Appropriation #05-95-90-902010-5530-102-500734
#05-95-45-450010-6146-502-500891

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$44,651.87 for Family Planning Services, funded from 60% (\$26,791.12) federal funds from Title X Family Planning (CFDA #93.217), and 40% (\$17,860.75) general funds in SFY 14.

\$52,639.86 for Family Planning Services, funded from 63% (\$33,163.11) federal funds from Title X Family Planning (CFDA #93.217), and 37% (\$19,476.75) general funds in SFY 15.

\$9,880.00 for Family Planning Services - TANF, funded from 100% US Department of Health and Human Services, Administration for Children and Families funds (CFDA #93.558) in SFY 14 and 15.

TOTAL: \$107,171.73

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

Contractor Initials: JAD

Date: 4/30/13

- 5
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
 7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within nine months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

The State of New Hampshire determined that the contract activities are of a low risk of liability, and the parties waive the requirement of paragraph 14 of the P-37 in that the contractor provide insurance in the amount of \$2 million per incident and instead, accept the insurance provided by contractor in the amount of \$1 million per incident.

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors); prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

**Commissioner
NH Department of Health and Human Services,
129 Pleasant Street
Concord, NH 03301**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Child Health Services From: July 1, 2013 or date of G&C Approval, whichever is later To: June 30, 2015

Contractor Name

Period Covered by this Certification

Lisa A. Brigida, MD Medical Director
Name and Title of Authorized Contractor Representative

Lisa A. Brigida, MD
Contractor Representative Signature

4/30/13
Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: July 1, 2013 or date of G&C Approval, whichever is later, through June 30, 2015

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

| | |
|-----------------------------|-----------------------------------|
| <i>Lisa DeBenedictis MD</i> | <i>Medical Director</i> |
| Contractor Signature | Contractor's Representative Title |
| Child Health Services | 4/30/13 |
| Contractor Name | Date |

NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Lisa D. Bugach MD
 Contractor Signature

Medical Director
 Contractor's Representative Title

Child Health Services
 Contractor Name

4/30/13
 Date

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Pisa D. Bugech, MD
Contractor Signature

Medical Director
Contractor's Representative Title

Child Health Services
Contractor Name

4/30/13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Lisa D. Bugda, MD

Contractor Signature

Medical Director

Contractor's Representative Title

Child Health Services

Contractor Name

4/30/13

Date

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

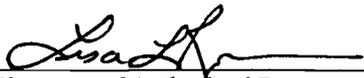
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DIVISION OF PUBLIC HEALTH SERVICES

Child Health Services

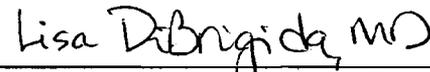
The State Agency Name

Name of Contractor

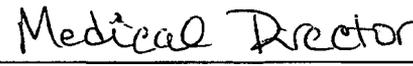

Signature of Authorized Representative


Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN
Name of Authorized Representative


Name of Authorized Representative

BUREAU CHIEF
Title of Authorized Representative


Title of Authorized Representative

5-30-2013
Date

4/30/13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Asa B. Boyd, MD
(Contractor Representative Signature)

Debra D. Brzozka, MD Medical Director
(Authorized Contractor Representative Name & Title)

Child Health Services
(Contractor Name)

4/30/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 956030480

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|--------------------------------|----------------------------------|
| Name: <input type="checkbox"/> | Amount: <input type="checkbox"/> |
| Name: <input type="checkbox"/> | Amount: <input type="checkbox"/> |
| Name: <input type="checkbox"/> | Amount: <input type="checkbox"/> |
| Name: <input type="checkbox"/> | Amount: <input type="checkbox"/> |
| Name: <input type="checkbox"/> | Amount: <input type="checkbox"/> |

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Division of Public Health Services

Agency Name: Manchester Community Health Center

Name of Bureau/Section: Community Health Services/Maternal & Child Health/Family Planning Services

| BUDGET PERIOD: SFY 16 (7/1/15 - 6/30/16) | | | |
|---|--|--|---|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Diane Trowbridge, Chief Operating Officer | \$104,998 | 20.00% | \$21,000.00 |
| Kristin Fossum, Nurse | \$52,000 | 10.00% | \$5,200.00 |
| Stephanie Piet, Clinical Nurse Manager | \$71,406 | 10.00% | \$7,255.03 |
| Stephanie Prantis, Teen Health Clinic Coordinator | \$53,040 | 0.00% | \$0.00 |
| Catheryn Burchett, Director of Social Services | \$64,917 | 0.00% | \$0.00 |
| Kris McCracken, CEO/President | \$153,005 | 0.00% | \$0.00 |
| Michele Croteau, Chief Financial Officer | \$113,298 | 0.00% | \$0.00 |
| Gavin Muir, Chief Medical Officer | \$206,565 | 0.00% | \$0.00 |
| Lisa DiBrigida, Associate Medical Director-Pediatrics | \$101,462 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$33,455.03 |

| BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17) | | | |
|---|--|--|---|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Diane Trowbridge, Chief Operating Officer | \$108,148 | 19.42% | \$21,000.00 |
| Kristin Fossum, Nurse | \$53,560 | 9.71% | \$5,200.00 |
| Stephanie Piet, Clinical Nurse Manager | \$73,548 | 9.86% | \$7,255.03 |
| Stephanie Prantis, Teen Health Clinic Coordinator | \$54,631 | 0.00% | \$0.00 |
| Catheryn Burchett, Director of Social Services | \$66,865 | 0.00% | \$0.00 |
| Kris McCracken, CEO/President | \$157,595 | 0.00% | \$0.00 |
| Michele Croteau, Chief Financial Officer | \$116,697 | 0.00% | \$0.00 |
| Gavin Muir, Chief Medical Officer | \$212,762 | 0.00% | \$0.00 |
| Lisa DiBrigida, Associate Medical Director-Pediatrics | \$104,506 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$33,455.03 |

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc.), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Division of Public Health Services

Agency Name: Manchester Community Health Center

Name of Bureau/Section: Community Health Services/Maternal & Child Health/Family Planning Services
TANF

| BUDGET PERIOD: SFY 16 (7/1/15 - 6/30/16) | | | |
|---|--|--|---|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Stephanie Prantis, Teen Health Clinic Coordinator | \$53,040 | 7.18% | \$3,805.85 |
| Catheryn Burchett, Director of Social Services | \$64,917 | 0.00% | \$0.00 |
| Stephanie Piet, Clinical Nurse Manager | \$71,406 | 0.00% | \$0.00 |
| Kristin Fossum, Nurse | \$52,000 | 0.00% | \$0.00 |
| Kris McCracken, CEO/President | \$153,005 | 0.00% | \$0.00 |
| Michele Croteau, Chief Financial Officer | \$113,298 | 0.00% | \$0.00 |
| Gavin Muir, Chief Medical Officer | \$206,565 | 0.00% | \$0.00 |
| Diane Trowbridge, Chief Operating Officer | \$104,998 | 0.00% | \$0.00 |
| Lisa DiBrigida, Associate Medical Director-Pediatrics | \$101,462 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$3,805.85 |

| BUDGET PERIOD: SFY 17 (7/1/16 - 6/30/17) | | | |
|---|--|--|---|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Stephanie Prantis, Teen Health Clinic Coordinator | \$54,631 | 6.97% | \$3,805.85 |
| Catheryn Burchett, Director of Social Services | \$66,865 | 0.00% | \$0.00 |
| Stephanie Piet, Clinical Nurse Manager | \$73,548 | 0.00% | \$0.00 |
| Kristin Fossum, Nurse | \$53,560 | 0.00% | \$0.00 |
| Kris McCracken, CEO/President | \$157,595 | 0.00% | \$0.00 |
| Michele Croteau, Chief Financial Officer | \$116,697 | 0.00% | \$0.00 |
| Gavin Muir, Chief Medical Officer | \$212,762 | 0.00% | \$0.00 |
| Diane Trowbridge, Chief Operating Officer | \$108,148 | 0.00% | \$0.00 |
| Lisa DiBrigida, Associate Medical Director-Pediatrics | \$104,506 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$3,805.85 |

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc.), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to Family Planning Services Contract**

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment 1") dated this 13th day of May, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Weeks Medical Center, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 173 Middle Street, Lancaster, NH 03584.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item #94), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows to:

1. Amend Form P-37, Subject to read Family Planning Services
2. Amend Form P-37, Block 1.7 to read June 30, 2017
3. Amend Form P-37, Block 1.8 to read \$246,887.36
4. Amend Form P-37, Block 1.9 to read Eric Borrin
5. Amend Form P-37, Block 1.10 to read 603-271-9558
6. Amend Exhibit A, Scope of Services, Contract Period to read: "July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2017."
7. Amend Exhibit B, Purchase of Services, by:
 - 7.1. Changing Contract Period to read, "July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2017"
 - 7.2. Changing Job #45130203 to read Job #45030203
 - 7.3. Deleting paragraph 1 in its entirety and replacing it with new paragraph 1 and sub-paragraphs (a) and (b):
 1. The total amount of all payments made to the Contractor for the cost and expenses incurred in the performance of services during the period of July 1, 2015 through June 30, 2017 shall not exceed:



(a) \$65,778.89 in SFY 2016 and \$65,778.89 in SFY 2017 for a total amount of \$131,557.78.

(b) Funding is available as follows:

- \$65,302.71 – 61.2% Federal Funds from the Office of Population Affairs, Family Planning Services, Title X of the Public Health Services Act, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016063
- \$41,401.07 – 38.8% from General Funds
- \$24,854.00 – 100% Federal Funds from the Administration for Children and Families, Temporary Assistance for Needy Families, Title IV of the Social Security Act, (CFDA #93.558, FAIN 1502NHTANF).

7.4. Deleting paragraph 2 and replacing it with new paragraph 2:

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit B-1, Budget. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

7.5. Deleting paragraph 6 and replacing it with new paragraph 6:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

8. Add Exhibit B-1

9. Delete Exhibit C and replace with Exhibit C Amendment #1

10. Add Exhibit C-1

11. Delete Exhibit G and replace with Exhibit G Amendment #1

12. Delete Exhibit I and replace with Exhibit I Amendment #1

Contractor Initials: 
Date: 5/13/2015

New Hampshire Department of Health and Human Services
Family Planning Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/12/15
Date

[Signature]
Brook Dupee
Bureau Chief

Weeks Medical Center, Inc.

5/13/2015
Date

[Signature]
NAME SCOTT HOWE
TITLE CHIEF EXECUTIVE OFFICER

Acknowledgement:

State of NEW HAMPSHIRE County of COOS on MAY 13, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace

KATHY ST. ONGE, Notary Public
My Commission Expires June 22, 2016

Contractor Initials: [Signature]
Date: 5/13/2015

New Hampshire Department of Health and Human Services
Family Planning Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

4/9/15
Date

OFFICE OF THE ATTORNEY GENERAL

Name: Megan A. York
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: K
Date: 5/13/2015

**Exhibit B-1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Weeks Medical Center

Budget Request for: Family Planning

Budget Period: 7/1/15 - 6/30/16

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------|----------------|---------------------|---|
| 1. Total Salary/Wages | \$ 52,351.89 | \$ - | \$ 52,351.89 | |
| 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 | \$ 1,000.00 | \$ - | \$ 1,000.00 | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 53,351.89 | \$ - | \$ 53,351.89 | |

Indirect As A Percent of Direct

0.0%

Contractor Initials: _____

Date: _____

[Signature]
5/13/2015

**Exhibit B-1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Weeks Medical Center

Budget Request for: **Family Planning**
(Name of RFP)

Budget Period: 7/1/16 - 6/30/17

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------|----------------|---------------------|---|
| 1. Total Salary/Wages | \$ 53,351.89 | \$ - | \$ 53,351.89 | |
| 2. Employee Benefits | \$ - | \$ - | \$ - | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ - | \$ - | \$ - | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 53,351.89 | \$ - | \$ 53,351.89 | |

Indirect As A Percent of Direct

0.0%

Contractor Initials: _____

Date: 5/13/2015

**Exhibit B-1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Weeks Medical Center

Budget Request for: TANF

Budget Period: 7/1/15 - 6/30/16

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------|----------------|---------------------|---|
| 1. Total Salary/Wages | \$ 12,427.00 | \$ - | \$ 12,427.00 | |
| 2. Employee Benefits | \$ - | \$ - | \$ - | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ - | \$ - | \$ - | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 12,427.00 | \$ - | \$ 12,427.00 | |

Indirect As A Percent of Direct

0.0%

NH DHHS
Exhibit B-1 Budget

Contractor Initials: _____

Date: _____

K
5/13/2015

**Exhibit B-1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Weeks Medical Center

Budget Request for: TANF

(Name of RFP)

Budget Period: 7/1/16 - 6/30/17

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------------|-----------------------|---------------------|--|
| 1. Total Salary/Wages | \$ 12,427.00 | \$ - | \$ 12,427.00 | |
| 2. Employee Benefits | \$ - | \$ - | \$ - | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ - | \$ - | \$ - | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 12,427.00 | \$ - | \$ 12,427.00 | |

Indirect As A Percent of Direct

0.0%

NH DHHS
Exhibit B-1 Budget

Contractor Initials: _____

Date: _____

Handwritten signature
5/13/2015



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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) 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.

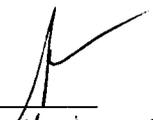
(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(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


5/13/2015



- 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.


5/13/2015



Exhibit C-1

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. Renewal:

As referenced in the Request for Proposals, Renewal Section, this competitively procured Agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

A handwritten signature in black ink, appearing to be a stylized 'K' or similar character.

5/13/2015



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G- Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

A handwritten signature in black ink, appearing to be a stylized letter 'A' or similar, written over a horizontal line.

New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5/13/2015
Date


Name: SCOTT HOWE
Title: CHIEF EXECUTIVE OFFICER

Exhibit G- Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials



Date 5/13/2015



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 Amendment #1

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I Amendment #1

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I Amendment #1

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 Amendment #1

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials _____

Date 5/13/2015



Exhibit I Amendment #1

- 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) l, 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.

NH DHS

 The State
Brook Dyer

 Signature of Authorized Representative
Brook Dyer

 Name of Authorized Representative
Bureau Chief

 Title of Authorized Representative
5/12/15

 Date

WEEKS MEDICAL CENTER

 Name of the Contractor
[Signature]

 Signature of Authorized Representative
SCOTT HOWE

 Name of Authorized Representative
CHIEF EXECUTIVE OFFICER

 Title of Authorized Representative
5/13/2015

 Date

Contractor Initials [Signature]
 Date 5/13/2015

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEEKS MEDICAL CENTER is a New Hampshire nonprofit corporation formed December 22, 1919. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of April A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, David Atkinson, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Weeks Medical Center.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 7, 2014:
(Date)

RESOLVED: That the Scott Howe
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 13th day of May, 2015.
(Date Contract Signed)

4. Scott Howe is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of COOS

The forgoing instrument was acknowledged before me this 13th day of May, 2015.

By David Atkinson.
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

KATHY ST. ONGE, Notary Public
My Commission Expires June 22, 2016

Commission Expires: _____

Mission Statement

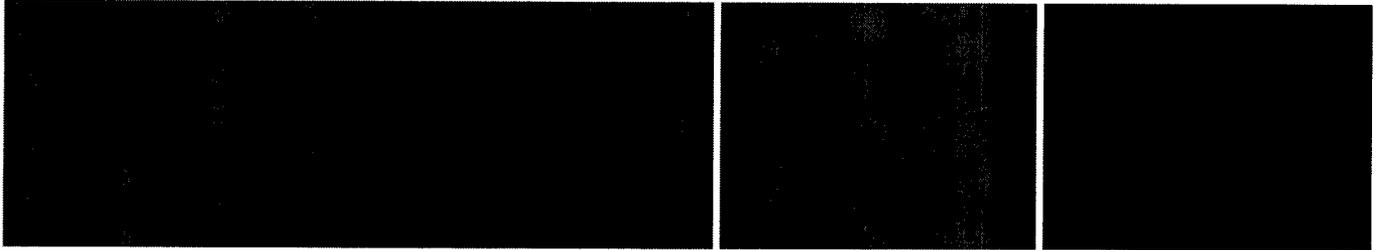
Weeks Medical Center's compassionate staff is committed to providing high quality and efficient health care services to ensure the well-being of our patients, families and communities.

In partnership with our communities, Weeks promotes health by;

- acknowledging that health is physical, spiritual and emotional
- emphasizing personal prevention, education and health information
- working closely with human services providers and local governments
- being closely involved with schools, businesses and churches
- actively participating in community organizations and activities
- learning about local health care needs through listening to all of our communities

Weeks strives to meet those health care needs by;

- matching our services to the needs of the individuals in our communities
- insuring timely access to health care
- providing as many services as possible locally
- delivering those services throughout our communities—in schools, businesses, homes, clinics—as well as in our modern, well-equipped Lancaster facility
- providing smoothly coordinated access to services which cannot be provided locally
- managing health care costs so that local access to health care is protected
- attracting and retaining highly trained, enthusiastic staff members
- satisfying the individuals we serve



Weeks Medical Center

FINANCIAL STATEMENTS

September 30, 2014 and 2013

With Independent Auditor's Report



WEEKS MEDICAL CENTER
September 30, 2014 and 2013

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INDEPENDENT AUDITOR'S REPORT

The Board of Trustees
Weeks Medical Center

We have audited the accompanying financial statements of Weeks Medical Center (Hospital), which comprise the balance sheets as of September 30, 2014 and 2013, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Weeks Medical Center as of September 30, 2014 and 2013, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

BerryDunn McNeil & Parker, LLC

Portland, Maine
December 18, 2014

WEEKS MEDICAL CENTER

Balance Sheets

September 30, 2014 and 2013

ASSETS

| | <u>2014</u> | <u>2013</u> |
|---|----------------------|----------------------|
| Current assets | | |
| Cash and cash equivalents | \$ 7,316,720 | \$ 4,275,053 |
| Patient accounts receivable, net of allowances of \$4,803,422 and \$5,325,897 in 2014 and 2013, respectively | 4,230,585 | 5,218,935 |
| Other accounts receivable | 1,532,973 | 2,075,767 |
| Supplies | 747,048 | 785,686 |
| Prepaid expenses | <u>663,358</u> | <u>500,860</u> |
| Total current assets | 14,490,684 | 12,856,301 |
| Investments | 16,437,438 | 15,152,714 |
| Property and equipment, net | 15,353,690 | 16,025,201 |
| Deferred financing costs, net | <u>113,024</u> | <u>120,125</u> |
| | | |
| Total assets | \$ <u>46,394,836</u> | \$ <u>44,154,341</u> |

The accompanying notes are an integral part of these financial statements.

LIABILITIES AND NET ASSETS

| | <u>2014</u> | <u>2013</u> |
|---|----------------------|----------------------|
| Current liabilities | | |
| Current portion of long-term debt and capital leases | \$ 349,689 | \$ 348,973 |
| Accounts payable and accrued expenses | 1,038,020 | 1,062,684 |
| Accrued salaries, wages and related accounts | 2,120,894 | 2,392,582 |
| Deferred revenue | 819,076 | 1,669,231 |
| Estimated third-party payor settlements | <u>5,722,678</u> | <u>3,327,556</u> |
| Total current liabilities | 10,050,357 | 8,801,026 |
| Long-term debt and capital leases, less current portion | 8,411,242 | 8,760,072 |
| Interest rate swap | <u>442,706</u> | <u>582,782</u> |
| Total liabilities | <u>18,904,305</u> | <u>18,143,880</u> |
| Net assets | | |
| Unrestricted | 25,872,017 | 24,416,246 |
| Temporarily restricted | 628,215 | 606,201 |
| Permanently restricted | <u>990,299</u> | <u>988,014</u> |
| Total net assets | <u>27,490,531</u> | <u>26,010,461</u> |
| Total liabilities and net assets | <u>\$ 46,394,836</u> | <u>\$ 44,154,341</u> |

WEEKS MEDICAL CENTER

Statements of Operations

Years Ended September 30, 2014 and 2013

| | <u>2014</u> | <u>2013</u> |
|--|----------------------|----------------------|
| Unrestricted revenues, gains, and other support | | |
| Patient service revenue (net of contractual allowances and discounts) | \$ 39,000,305 | \$ 38,559,674 |
| Provision for bad debts | <u>1,934,949</u> | <u>2,113,281</u> |
| Net patient service revenue | <u>37,065,356</u> | <u>36,446,393</u> |
| Net assets released from restrictions used for operations | <u>81,757</u> | 94,605 |
| Other operating revenue | <u>3,172,984</u> | <u>3,033,003</u> |
| Total unrestricted revenues, gains and other support | <u>40,320,097</u> | <u>39,574,001</u> |
| Expenses | | |
| Salaries and wages | 13,973,409 | 14,050,568 |
| Employee benefits | 4,109,410 | 4,118,083 |
| Physician salaries and fees | 7,753,453 | 8,092,709 |
| Medicaid enhancement tax | 1,349,260 | 1,330,368 |
| Contract labor | 482,187 | 553,845 |
| Medical supplies | 3,998,944 | 4,295,686 |
| Other supplies and services | 4,605,524 | 4,322,719 |
| Utilities | 712,935 | 743,548 |
| Insurance | 329,186 | 328,563 |
| Depreciation and amortization | 2,565,620 | 2,536,594 |
| Interest | <u>446,836</u> | <u>458,132</u> |
| Total expenses | <u>40,326,764</u> | <u>40,830,815</u> |
| Operating loss | <u>(6,667)</u> | <u>(1,256,814)</u> |
| Nonoperating gains | | |
| Contributions | 1,470 | 6,457 |
| Investment income, net | 1,290,296 | 1,315,687 |
| Unrealized gain on interest rate swap | <u>140,076</u> | <u>280,276</u> |
| Total nonoperating gains | <u>1,431,842</u> | <u>1,602,420</u> |
| Excess of revenues, gains, and other support over expenses and nonoperating gains and before discontinued operations | <u>1,425,175</u> | 345,606 |
| Discontinued operations | <u>(8,806)</u> | <u>(88,126)</u> |
| Excess of revenues, gains, and other support over expenses and nonoperating gains | <u>1,416,369</u> | 257,480 |
| Net assets released from restrictions for capital acquisitions | <u>39,402</u> | <u>27,002</u> |
| Increase in unrestricted net assets | <u>1,455,771</u> | 284,482 |
| Unrestricted net assets, beginning of year | <u>24,416,246</u> | <u>24,131,764</u> |
| Unrestricted net assets, end of year | <u>\$ 25,872,017</u> | <u>\$ 24,416,246</u> |

The accompanying notes are an integral part of these financial statements.

WEEKS MEDICAL CENTER

Statements of Changes in Net Assets

Years Ended September 30, 2014 and 2013

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total</u> |
|--|----------------------|-----------------------------------|-----------------------------------|----------------------|
| Balances, October 1, 2012 | \$ <u>24,131,764</u> | \$ <u>561,889</u> | \$ <u>988,014</u> | \$ <u>25,681,667</u> |
| Excess of revenues, gains and other support over expenses and losses | 257,480 | - | - | 257,480 |
| Change in net unrealized gains on investments | | 14,686 | - | 14,686 |
| Restricted investment income | - | 21,059 | - | 21,059 |
| Restricted contributions | - | 130,174 | - | 130,174 |
| Net assets released from restrictions used for operations | | (94,605) | - | (94,605) |
| Net assets released from restrictions for capital acquisitions | <u>27,002</u> | <u>(27,002)</u> | - | - |
| Change in net assets | <u>284,482</u> | <u>44,312</u> | - | <u>328,794</u> |
| Balances, September 30, 2013 | <u>24,416,246</u> | <u>606,201</u> | <u>988,014</u> | <u>26,010,461</u> |
| Excess of revenues, gains and other support over expenses and losses | 1,416,369 | - | - | 1,416,369 |
| Change in net unrealized gains on investments | - | 34,158 | - | 34,158 |
| Restricted investment income | - | 12,095 | - | 12,095 |
| Restricted contributions | - | 96,920 | 2,285 | 99,205 |
| Net assets released from restrictions used for operations | - | (81,757) | - | (81,757) |
| Net assets released from restrictions for capital acquisitions | <u>39,402</u> | <u>(39,402)</u> | - | - |
| Change in net assets | <u>1,455,771</u> | <u>22,014</u> | <u>2,285</u> | <u>1,480,070</u> |
| Balances, September 30, 2014 | \$ <u>25,872,017</u> | \$ <u>628,215</u> | \$ <u>990,299</u> | \$ <u>27,490,531</u> |

The accompanying notes are an integral part of these financial statements.

WEEKS MEDICAL CENTER
Statements of Cash Flows
Years Ended September 30, 2014 and 2013

| | <u>2014</u> | <u>2013</u> |
|--|---------------------|---------------------|
| Cash flows from operating activities | | |
| Change in net assets | \$ 1,480,070 | \$ 328,794 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities | | |
| Depreciation and amortization | 2,565,620 | 2,536,594 |
| Loss (gain) on sale of equipment | 19,212 | (7,954) |
| Provision for bad debts | 1,934,949 | 2,113,281 |
| Realized and unrealized gains on investments | (969,739) | (993,171) |
| Unrealized gain on interest rate swap | (140,076) | (280,276) |
| (Increase) decrease in | | |
| Patient accounts receivable | (946,599) | (2,373,910) |
| Other accounts receivable | 542,794 | (917,171) |
| Supplies | 38,638 | (1,963) |
| Prepaid expenses | (162,498) | (264,911) |
| Increase (decrease) in | | |
| Accounts payable and accrued expenses | (24,664) | (1,198,847) |
| Accrued salaries, wages and related accounts | (271,688) | 173,676 |
| Deferred revenue | (850,155) | 1,238,635 |
| Estimated third-party settlements | <u>2,395,122</u> | <u>3,091,681</u> |
| Net cash provided by operating activities | <u>5,610,986</u> | <u>3,444,458</u> |
| Cash flows from investing activities | | |
| Proceeds from sale of equipment | 1,500 | 26,482 |
| Purchases of property and equipment | (1,907,720) | (1,103,485) |
| Proceeds from sales of investments | 2,831,782 | 3,951,091 |
| Purchase of investments | <u>(3,146,767)</u> | <u>(4,251,767)</u> |
| Net cash used by investing activities | <u>(2,221,205)</u> | <u>(1,377,679)</u> |
| Cash flows from financing activities | | |
| Repayments of long-term debt | <u>(348,114)</u> | <u>(338,103)</u> |
| Net cash used by financing activities | <u>(348,114)</u> | <u>(338,103)</u> |
| Net increase in cash | 3,041,667 | 1,728,676 |
| Cash and cash equivalents, beginning of year | <u>4,275,053</u> | <u>2,546,377</u> |
| Cash and cash equivalents, end of year | <u>\$ 7,316,720</u> | <u>\$ 4,275,053</u> |
| Supplemental disclosure of cash flow information | | |
| Cash paid for interest | <u>\$ 446,836</u> | <u>\$ 458,132</u> |

The accompanying notes are an integral part of these financial statements.

WEEKS MEDICAL CENTER

Notes to Financial Statements

September 30, 2014 and 2013

Nature of Operations

Weeks Medical Center (Hospital), a New Hampshire not-for-profit corporation, provides medical services on an inpatient and outpatient basis in Northern New Hampshire. New England Alliance for Health (NEAH) was formed, effective January 1, 2009, which is a limited liability company owned and managed by Mary Hitchcock Memorial Hospital. NEAH is an alliance of healthcare providers that provides services to its members. NEAH is not a parent organization of the Hospital and, as such, does not have powers reserved to it. The accompanying financial statements represent only the accounts of the Hospital and not those of NEAH.

1. Summary of Significant Accounting Policies

Basis of Financial Statement Presentation

Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions in accordance with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958, *Not-for-Profit Entities*. Under FASB ASC 958, all not-for-profit organizations are required to provide a balance sheet, a statement of operations and a statement of cash flows.

ASC 958 also requires that the amounts for each of the three classes of net assets - permanently restricted, temporarily restricted, and unrestricted - be displayed in a balance sheet and that the change in those classes of net assets be displayed in a statement of operations.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all cash in banks and certificates of deposit with an original maturity of three months or less, excluding amounts whose use is limited by Board designation or amounts included in investments for temporarily and permanently restricted net assets.

Patient Accounts Receivable

Patient accounts receivable are carried at the amount management expects to collect from outstanding balances.

WEEKS MEDICAL CENTER

Notes to Financial Statements

September 30, 2014 and 2013

Patient receivables are periodically evaluated for collectibility based on credit history and current financial condition. Provisions for losses on receivables are determined on the basis of loss experience, known and inherent risks, estimated value of collateral and current economic conditions. The Hospital uses the allowance method to account for uncollectible accounts receivable.

In evaluating the collectibility of accounts receivable, the Hospital analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts and the provision for bad debts. Data in each major payor source are regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to patients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established at varying levels based on the age of the receivables and the payor source. For receivables relating to self-pay patients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of patients to pay amounts for which they are financially responsible. Actual write-offs are charged against the allowance for doubtful accounts.

Investments and Investment Income

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the balance sheet. Management has adopted FASB ASC 825-10-35-4 and has elected the fair value option relative to its investments which consolidates all investment performance activity within the nonoperating gains section of the statements of operations.

Temporarily donor-restricted investment income and gains on investments on donor-restricted investments are recorded within temporarily restricted net assets until expended in accordance with the donor's restrictions.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets to the Hospital are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the conditions on which they depend are substantially met. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When donor restrictions expire, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of operations as net assets released from restrictions. Donor restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

WEEKS MEDICAL CENTER

Notes to Financial Statements

September 30, 2014 and 2013

Supplies

Supplies are carried at the lower of cost (determined by the first-in, first-out method) or market.

Property and Equipment

Property and equipment acquisitions are recorded at cost, or if contributed, at fair market value determined at the date of donation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed using the straight-line method. Equipment under capital lease obligations is amortized on the straight-line method over the shorter period of the lease term or the asset's estimated useful life. Such amortization is included in depreciation and amortization in the financial statements. Interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those 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 are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Deferred Financing Costs

Deferred financing costs represent costs incurred in connection with the issuance of long-term debt. Such costs are amortized over the term of the respective debt using the straight-line method. Deferred financing costs are recorded net of accumulated amortization of \$46,525 and \$39,424 as of September 30, 2014 and 2013, respectively.

Interest Rate Swap

The Hospital uses an interest rate swap contract to eliminate the cash flow exposure of interest rate movements on variable-rate debt. The Hospital has adopted FASB ASC 815, *Derivatives and Hedging*, to account for its interest rate swap contracts. The interest rate swap contracts are not designated as cash flow hedges, and thus are included within nonoperating gains.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Hospital have been limited by donors to a specific time period or purpose. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of operations as either net assets released from restrictions for operations or net assets released from restrictions used for capital acquisition.

WEEKS MEDICAL CENTER

Notes to Financial Statements

September 30, 2014 and 2013

Nonoperating Gains

Activities, other than in connection with providing health care services, are considered nonoperating. Nonoperating gains and losses consist primarily of income on invested funds, unrestricted gifts, and unrealized gain on interest rate swap.

Contributions

Contributions, including unconditional promises to give, are recognized as revenues in the period received. Contributions of assets other than cash are recorded at their estimated fair value. Contributions to be received after one year are discounted at an appropriate discount rate commensurate with the risks involved. Amortization of the discount is recorded as additional contribution revenue in accordance with donor-imposed restrictions, if any, on the contribution. An allowance for uncollectible contributions receivable is provided based upon management's judgment of potential defaults. The determination includes such factors as prior collection history, type of contribution and nature of fundraising activity.

Net Patient Service Revenue

The Hospital has agreements with third-party payors that provide for payments to the Hospital at amounts different from established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges and per diem rates. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods, as final settlements are determined. Management believes that adequate provision has been made for adjustments that may result from final determination of amounts earned under these programs.

Excess of Revenues, Gains and Other Support Over Expenses and Nonoperating Gains

The statements of operations include excess of revenues, gains, and other support over expenses and nonoperating gains. Changes in unrestricted net assets which are excluded from this measure, consistent with industry practice, are assets released from restrictions for capital acquisitions.

Charity Care

The Hospital provides care, without charge or at amounts less than its established rates, to patients who meet certain criteria under its charity care policy. The criteria for charity care consider such factors as family income and net worth. Because the Hospital does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

Income Taxes

The Hospital is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code, and is exempt from federal income taxes on related income.

WEEKS MEDICAL CENTER
Notes to Financial Statements
September 30, 2014 and 2013

Subsequent Events

Management has considered transactions or events through December 18, 2014, which was the date the financial statements were issued. Management has not considered transactions or events subsequent to this date for inclusion in the financial statements.

Reclassifications

Certain reclassifications have been made to the 2013 financial statements to conform to the 2014 presentation.

2. Net Patient Service Revenue and Patient Accounts Receivable

Net Patient Service Revenue

Patient service revenue is reported net of contractual allowances and other discounts as follows for the years ended September 30:

| | <u>2014</u> | <u>2013</u> |
|---|----------------------|----------------------|
| Gross patient service revenue | \$ 70,636,539 | \$ 69,990,543 |
| Less contractual allowances | (29,340,162) | (28,803,565) |
| Less charity care | <u>(2,296,072)</u> | <u>(2,627,304)</u> |
| Patient service revenue (net of contractual allowances and discounts) | 39,000,305 | 38,559,674 |
| Less provision for bad debts | <u>1,934,949</u> | <u>2,113,281</u> |
| Net patient service revenue | <u>\$ 37,065,356</u> | <u>\$ 36,446,393</u> |

Patient Accounts Receivable

Patient accounts receivable is stated net of estimated contractual allowances and allowances for doubtful accounts as of September 30:

| | <u>2014</u> | <u>2013</u> |
|--|---------------------|---------------------|
| Gross patient accounts receivable | \$ 9,034,007 | \$ 10,544,832 |
| Less: Estimated contractual allowances | 2,922,700 | 3,033,279 |
| Estimated allowance for doubtful accounts and charity care | <u>1,880,722</u> | <u>2,292,618</u> |
| Net patient accounts receivable | <u>\$ 4,230,585</u> | <u>\$ 5,218,935</u> |

WEEKS MEDICAL CENTER
Notes to Financial Statements
September 30, 2014 and 2013

Estimated allowance for doubtful accounts at September 30:

| | <u>2014</u> | <u>2013</u> |
|-------------------|---------------------|---------------------|
| Self-pay patients | \$ 770,813 | \$ 752,954 |
| All other payors | <u>365,670</u> | <u>316,155</u> |
| | <u>\$ 1,136,483</u> | <u>\$ 1,069,109</u> |

During 2014, self-pay write-offs increased from \$2,289,613 to \$2,850,708 and decreased from \$2,573,920 to \$2,289,613 during 2013. Such changes resulted from trends experienced in the collection of amounts from self-pay patients and third-party payors.

The Hospital has agreements with third-party payors that provide for payments to the Hospital at amounts, different from its established rates. A summary of the payment arrangements with major third-party payors follows:

Medicare

The Hospital is a Critical Access Hospital (CAH). Under the CAH program, the Hospital is reimbursed at 101% of allowable costs for its inpatients and most outpatient services provided to Medicare patients. The Hospital is reimbursed at tentative rates with final determination after submission of annual cost reports by the Hospital and audits thereof by the Medicare fiscal intermediary. The Hospital's Medicare cost reports have been audited by the fiscal intermediary through September 30, 2011.

Medicaid

Inpatient services rendered to Medicaid program beneficiaries are reimbursed under prospectively determined per-diem rates. The prospectively determined per-diem rates are not subject to retroactive adjustment. Outpatient services rendered to Medicaid beneficiaries are reimbursed on a cost reimbursement methodology and a national fee schedule for certain services. The Hospital is reimbursed for outpatient services at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the fiscal intermediary. The Hospital's Medicaid cost reports have been audited by the fiscal intermediary through September 30, 2011.

Anthem

Inpatient and outpatient services rendered to Anthem subscribers are reimbursed based on standard charges less a negotiated discount, except for lab and radiology services which are reimbursed on fee schedules.

WEEKS MEDICAL CENTER

Notes to Financial Statements

September 30, 2014 and 2013

The Hospital has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the Hospital under these agreements includes prospectively determined rates, discount from charges and prospectively determined daily rates.

Revenue from the Medicare and Medicaid programs accounted for approximately 56% and 10%, respectively, of the Hospital's net patient service revenue for the year ended 2014, and 55% and 9%, respectively, of the Hospital's net patient service revenue for the year ended 2013. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term. Net patient service revenue decreased approximately \$43,000 and \$1,300,000 in 2014 and 2013, respectively, due to differences in settlements from amounts previously estimated.

The Hospital recognizes patient service revenue relating to services rendered to patients having third-party payor coverage on the basis of contractual rates for such services. For services rendered to self-pay or uninsured patients, revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay patients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Patient service revenue, net of contractual allowances and discounts, but before the provision for bad debts, recognized during 2014 totaled \$39,000,305, of which \$35,179,060 was revenue from third-party payors and \$3,821,245 was revenue from self-pay patients. Patient service revenue, net of contractual allowances and discounts, but before the provision for bad debts, recognized during 2013 totaled \$38,559,674, of which \$33,331,832 was revenue from third-party payors and \$5,227,842 was revenue from self-pay patients.

3. Community Benefit

The Hospital provides services without charge or at amounts less than the established rates, to parties who meet the criteria of its charity care policy. The criteria for charity care measures family income against the income poverty guidelines established by the Department of Health and Human Services (DHHS).

Discounts are provided on a sliding scale based on the relationship of family size and income level against the income poverty guidelines established by DHHS and as set forth in the charity care policy.

The net cost of charity care provided was approximately \$1,318,000 and \$1,559,000 for the years ended September 30, 2014 and 2013, respectively. The total cost estimate is based on an overall cost to charge ratio applied against gross charity care charges. In 2014 and 2013, 3.3% and 3.8%, respectively, of all services as defined by percentage of gross revenue was provided on a charity care basis.

In 2014, of a total of 864 inpatients, 61 received their entire episode of service on a charity care basis. In 2013, of a total of 919 inpatients, 76 received their entire episode of service on a charity care basis.

WEEKS MEDICAL CENTER

Notes to Financial Statements

September 30, 2014 and 2013

In 2014, of a total of 79,641 outpatients, 3,208 received their entire episode of service on a charity care basis. In 2013, of a total of 80,898 outpatients, 5,146 received their entire episode of service on a charity care basis.

4. Property and Equipment

The major categories of property and equipment are as follows:

| | <u>2014</u> | <u>2013</u> |
|--|----------------------|----------------------|
| Land and improvements | \$ 1,018,880 | \$ 975,177 |
| Buildings | 13,411,357 | 13,154,848 |
| Fixed equipment - buildings and improvements | 13,025,426 | 12,275,541 |
| Fixed equipment - departmental | 460,926 | 461,418 |
| Major movable equipment | 12,233,029 | 11,136,225 |
| Construction in progress | <u>113,685</u> | <u>707,805</u> |
| | 40,263,303 | 38,711,014 |
| Less: accumulated depreciation | <u>24,909,613</u> | <u>22,685,813</u> |
| | <u>\$ 15,353,690</u> | <u>\$ 16,025,201</u> |

5. Investment and Investment Income

Investments consisted of the following as of September 30:

| | <u>2014</u> | <u>2013</u> |
|---|----------------------|----------------------|
| Internally designated investments | | |
| Cash and cash equivalents | \$ 1,451,920 | \$ 1,092,419 |
| Marketable equity securities | 8,288,866 | 7,664,644 |
| Corporate bonds | 3,101,230 | 3,636,190 |
| U.S. Treasury obligations and government securities | <u>2,093,874</u> | <u>1,287,637</u> |
| | <u>14,935,890</u> | <u>13,680,890</u> |
| Restricted investments | | |
| Cash and cash equivalents | 177,913 | 225,839 |
| Certificate of deposit | 327,280 | 327,280 |
| Marketable equity securities | 325,800 | 288,747 |
| Corporate bonds | 416,039 | 522,357 |
| U.S. Treasury obligations and government securities | <u>254,516</u> | <u>107,601</u> |
| | <u>1,501,548</u> | <u>1,471,824</u> |
| | <u>\$ 16,437,438</u> | <u>\$ 15,152,714</u> |

WEEKS MEDICAL CENTER
Notes to Financial Statements
September 30, 2014 and 2013

Total investment return is comprised of the following for the years ended September 30:

| | <u>2014</u> | <u>2013</u> |
|------------------------------|---------------------|---------------------|
| Interest and dividend income | | |
| Unrestricted | \$ 354,715 | \$ 337,202 |
| Temporarily restricted | 12,095 | 21,059 |
| Unrealized gains | | |
| Unrestricted | 566,264 | 981,098 |
| Temporarily restricted | 34,158 | 14,686 |
| Realized gains (losses) | | |
| Unrestricted | <u>369,317</u> | <u>(2,613)</u> |
| | <u>\$ 1,336,549</u> | <u>\$ 1,351,432</u> |

Endowment

Return Objectives and Risk Parameters

The Hospital has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Hospital must hold in perpetuity or for a donor-specified period(s). Under this policy, as approved by the Board of Trustees, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of the S&P 500 index while assuming a moderate level of investment risk. The Hospital expects its endowment funds, over time, to provide an average rate of return of approximately nine percent annually. Actual returns in any given year may vary from this amount.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Hospital relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Hospital targets a diversified asset allocation that places a weighted ratio on equity-based and fixed income investments to achieve its long-term return objectives within prudent risk constraints.

Uniform Prudent Management of Institutional Funds Act

Effective July 1, 2008, the State of New Hampshire adopted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) enacted as Revised Statutes Annotated (RSA) Chapter 292-B. This RSA provides guidance and special rules for the management of endowment funds. Unexpended investment income on permanently restricted net assets is required to be reported as temporarily restricted net assets until expended.

WEEKS MEDICAL CENTER
Notes to Financial Statements
September 30, 2014 and 2013

Endowment (donor-restricted) net asset composition by type of fund as of September 30:

| | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total</u> |
|--|-----------------------------------|-----------------------------------|---------------------|
| Balances, October 1, 2012 | \$ <u>143,598</u> | \$ <u>988,014</u> | \$ <u>1,131,612</u> |
| Investment return | | | |
| Investment income, net | 3,935 | - | 3,935 |
| Net appreciation (realized and unrealized) | <u>8,973</u> | <u>-</u> | <u>8,973</u> |
| Total investment return | <u>12,908</u> | <u>-</u> | <u>12,908</u> |
| Balances, September 30, 2013 | <u>156,506</u> | <u>988,014</u> | <u>1,144,520</u> |
| Investment return | | | |
| Investment income, net | 1,711 | - | 1,711 |
| Net appreciation (realized and unrealized) | <u>25,752</u> | <u>-</u> | <u>25,752</u> |
| Total investment return | <u>27,463</u> | <u>-</u> | <u>27,463</u> |
| Contributions | <u>-</u> | <u>2,285</u> | <u>2,285</u> |
| Balances, September 30, 2014 | \$ <u>183,969</u> | \$ <u>990,299</u> | \$ <u>1,174,268</u> |

6. Borrowings

Long-term debt consisted of the following as of September 30:

| | <u>2014</u> | <u>2013</u> |
|---|---------------------|---------------------|
| Business Finance Authority of the State of New Hampshire (Authority) variable rate (2.59% at September 30, 2014) Hospital Revenue Series 2010 Bonds due September 2030. Principal payments are due in annual installments, ranging from \$339,000 in 2015 to \$760,000 in 2030; collateralized by substantially all of the property and equipment of the Hospital. | \$ <u>8,741,500</u> | \$ <u>9,080,500</u> |
| Capital lease obligation, at 7.58%, due in 2016; collateralized by leased equipment. | <u>19,431</u> | <u>28,545</u> |
| | <u>8,760,931</u> | <u>9,109,045</u> |
| Less current maturities | <u>349,689</u> | <u>348,973</u> |
| | \$ <u>8,411,242</u> | \$ <u>8,760,072</u> |

WEEKS MEDICAL CENTER

Notes to Financial Statements

September 30, 2014 and 2013

The bond agreements require that the Hospital meet certain covenants. As of September 30, 2014 and 2013, the Hospital was in compliance with these covenants.

Estimated maturities for long-term debt in subsequent fiscal years from September 30, 2014 are as follows:

| | Long-Term Debt (Excluding Capital Lease Obligations) | Capital Lease Obligations |
|------------------------------------|--|------------------------------|
| 2015 | \$ 339,000 | \$ 11,856 |
| 2016 | 390,000 | 8,949 |
| 2017 | 390,000 | - |
| 2018 | 417,000 | - |
| 2019 | 444,000 | - |
| Thereafter | <u>6,761,500</u> | <u>-</u> |
| | <u>\$ 8,741,500</u> | 20,805 |
| Less amounts representing interest | | <u>1,374</u> |
| | | <u>\$ 19,431</u> |

Interest Rate Swap

In connection with the issuance of the 2005 bonds, the Hospital entered into three interest rate swap agreements to hedge the interest rate risk associated with the 2005 bonds. The swaps were retained subsequent to the refinancing in 2010. Under these agreements, the Hospital makes and receives payments based on the difference between the fixed-rate interest payments and the variable market-indexed payments. The notional amounts of the interest rate swaps outstanding totaled \$5,255,050 and \$5,397,100 at September 30, 2014 and 2013, respectively. The two interest rate swap agreements expiring on June 30, 2015 require the Hospital pay a fixed interest rate of 4.64% and 3.67% in exchange for a variable rate of USD-LIBOR-BBA and USD-BMA Municipal Swap Index, respectively. The interest rate swap agreement expiring on June 30, 2020 requires the Hospital pay a fixed interest rate of 3.84% in exchange for a variable rate of USD-BMA Municipal Swap Index.

The Hospital is required to include the fair value of the swap in the balance sheet, and annual changes, if any, in the fair value of the swap in the statement of operations. For example, during the Bonds' 20-year holding period, the annually calculated value of the swap will be reported as an asset if the interest rates increase above those in effect on the date the swap was entered into (and as an unrealized gain in the statements of operations), which will generally be indicative that the net fixed rate the Hospital is paying is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the statements of operations) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Hospital is paying on the

WEEKS MEDICAL CENTER

Notes to Financial Statements

September 30, 2014 and 2013

swap is above market expectations of rates during the remaining term of the swap. These annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the swaps' terms. The Hospital retains the sole right to terminate the swap agreements should the need arise. The Hospital recorded the swaps at their liability position of \$442,706 and \$582,782 at September 30, 2014 and 2013, respectively.

7. Commitments and Contingencies

Liability Insurance Coverage

The Hospital insures its comprehensive general liability and professional liability exposures on a claims-made basis, including prior acts coverage, with a commercial carrier. The coverage is provided by primary and excess insurance policies subject to shared policy limits with other selected NEAH entities located in Massachusetts, New Hampshire and Vermont. The policies are renewable on an annual basis and have been renewed through September 30, 2014. All known significant asserted and unasserted claims alleging malpractice have been communicated to the insurer who is responsible for resolving the claim and the related costs of litigation.

GAAP requires the Hospital to accrue the ultimate cost of liability claims when the incident that gives rise to the claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. The Hospital has evaluated its exposure to losses arising from potential claims and determined that no such accrual is necessary for the year ended September 30, 2014.

Health Insurance

In January 2008, the Hospital established an HMO medical plan and a high deductible health savings account (HSA) plan for their employees. The HSA is funded by the employees, and a deduction is available pre-tax through payroll. In order to assist employees with meeting this higher deductible, the Hospital also established a Health Reimbursement Account (HRA) which will reimburse employees for medical expenses incurred over their portion of the deductible, until the full deductible is met. If expenses over their portion of the deductible are not met by the employee, the HRA funds remain the property of the Hospital. All HSA funds contributed by the employee remain their property.

The HSA plan has a single person deductible of \$5,000, of which the Hospital would reimburse up to the last \$3,750 and a two person or family plan total deductible of \$10,000, of which the Hospital would reimburse up to the last \$7,500.

As of September 30, 2014 and 2013, a reserve was established in the amount of \$14,112 and \$97,026, respectively, to fund potential claims by employees who are eligible for reimbursement for their incurred deductible expenses through the HRA.

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Notes to Financial Statements

September 30, 2014 and 2013

Disproportionate Share Payments

Medicaid disproportionate share hospital (DSH) payments provide financial assistance to hospitals that serve a large number of low-income patients. The federal government distributes federal DSH funds to each state based on a statutory formula. The states, in turn, distribute their portion of the DSH funding among qualifying hospitals. The states are to use their federal DSH allotments to help cover costs of hospitals that provide care to low-income patients when those costs are not covered by other payors. The State of New Hampshire's distribution of DSH monies to the hospitals is subject to audit by the Centers for Medicare and Medicaid Services. Amounts recorded by the Hospital are therefore subject to change.

8. Retirement Plan

The Hospital has a 403(b) tax sheltered annuity plan that covers substantially all full-time employees and part-time employees who work over 1,000 hours. Contributions are computed as a percentage of earnings and are funded as accrued. The pension plan expense for the years ended September 30, 2014 and 2013 was \$467,277 and \$505,276, respectively.

9. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes or periods at September 30:

| | <u>2014</u> | <u>2013</u> |
|--------------------------------|-------------------|-------------------|
| Indigent care | \$ 255,725 | \$ 265,029 |
| Health education | 188,521 | 184,666 |
| Endowment accumulated earnings | <u>183,969</u> | <u>156,506</u> |
| | <u>\$ 628,215</u> | <u>\$ 606,201</u> |

Permanently restricted net assets are restricted to the following at September 30:

| | <u>2014</u> | <u>2013</u> |
|--|-------------------|-------------------|
| Investments to be held in perpetuity, the income from which is expendable to support health care services (reported as non-operating income) | <u>\$ 990,299</u> | <u>\$ 988,014</u> |

During 2014 and 2013, net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes of capital acquisitions, indigent care and health care education in the amounts of \$121,159 and \$121,607, respectively.

WEEKS MEDICAL CENTER

Notes to Financial Statements

September 30, 2014 and 2013

10. Concentration of Credit Risk

The Hospital maintains cash balances at several financial institutions. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. At times during the year, the Hospital's cash in bank exceeded insured limits. The Hospital has not incurred any losses from uninsured cash in bank as of September 30, 2014.

The Hospital grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors at September 30, 2014 and 2013 was as follows:

| | <u>2014</u> | <u>2013</u> |
|--------------------------|--------------|--------------|
| Medicare | 41 % | 39 % |
| Medicaid | 11 | 12 |
| Blue Cross/HMO | 9 | 6 |
| Other third-party payors | 13 | 14 |
| Patients | <u>26</u> | <u>29</u> |
| | <u>100 %</u> | <u>100 %</u> |

11. Functional Expenses

The Hospital provides general health care services to residents within its geographic location. Expenses related to providing these services are as follows:

| | <u>2014</u> | <u>2013</u> |
|----------------------------|---------------------|---------------------|
| Health care services | \$34,199,431 | \$35,974,324 |
| General and administrative | <u>7,264,489</u> | <u>7,896,803</u> |
| | <u>\$41,463,920</u> | <u>\$43,871,127</u> |

12. Fair Value of Financial Instruments

Fair Value Measurements

FASB ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1 - Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

WEEKS MEDICAL CENTER

Notes to Financial Statements

September 30, 2014 and 2013

Level 2 - Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3 - Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

Assets and liabilities measured at fair value on a recurring basis are summarized below.

| | <u>Fair Value Measurements at September 30, 2014</u> | | |
|--|--|--|---|
| | <u>Total</u> | Quoted Prices In Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) |
| Assets | | | |
| Cash and cash equivalents | \$ 1,629,833 | \$ 1,629,833 | \$ - |
| Certificates of deposit | 327,280 | 327,280 | - |
| Marketable equity securities | | | |
| Materials | 836,454 | 836,454 | - |
| Industrials | 1,363,656 | 1,363,656 | - |
| Telecommunications | 255,690 | 255,690 | - |
| Consumer | 2,228,609 | 2,228,609 | - |
| Energy | 682,775 | 682,775 | - |
| Financial services | 925,958 | 925,958 | - |
| Health care | 886,091 | 886,091 | - |
| Information technology | 1,110,521 | 1,110,521 | - |
| Equity funds | 219,316 | 219,316 | - |
| Other | <u>105,596</u> | <u>105,596</u> | <u>-</u> |
| Total marketable equity securities | 8,614,666 | 8,614,666 | - |
| Corporate bonds | 3,517,269 | - | 3,517,269 |
| U.S. Treasury obligations and government securities | <u>2,348,390</u> | <u>2,348,390</u> | <u>-</u> |
| Total assets at fair value | <u>\$ 16,437,438</u> | <u>\$ 12,920,169</u> | <u>\$ 3,517,269</u> |
| Liabilities | | | |
| Interest rate swap | <u>\$ 442,706</u> | <u>\$ -</u> | <u>\$ 442,706</u> |

WEEKS MEDICAL CENTER

Notes to Financial Statements

September 30, 2014 and 2013

| | <u>Fair Value Measurements at September 30, 2013</u> | | |
|--|--|--|---|
| | | Quoted Prices In Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) |
| | <u>Total</u> | | |
| Assets | | | |
| Cash and cash equivalents | \$ 1,318,258 | \$ 1,318,258 | \$ - |
| Certificates of deposit | 327,280 | 327,280 | - |
| Marketable equity securities | | | |
| Materials | 638,374 | 638,374 | - |
| Industrials | 1,452,472 | 1,452,472 | - |
| Telecommunications | 241,485 | 241,485 | - |
| Consumer | 2,046,063 | 2,046,063 | - |
| Energy | 745,207 | 745,207 | - |
| Financial services | 772,961 | 772,961 | - |
| Health care | 758,677 | 758,677 | - |
| Information technology | 982,725 | 982,725 | - |
| Equity funds | 216,726 | 216,726 | - |
| Other | <u>98,701</u> | <u>98,701</u> | <u>-</u> |
| Total marketable equity securities | 7,953,391 | 7,953,391 | - |
| Corporate bonds | 4,158,547 | - | 4,158,547 |
| U.S. Treasury obligations and government securities | <u>1,395,238</u> | <u>1,395,238</u> | <u>-</u> |
| Total assets at fair value | <u>\$ 15,152,714</u> | <u>\$ 10,994,167</u> | <u>\$ 4,158,547</u> |
| Liabilities | | | |
| Interest rate swap | <u>\$ 582,782</u> | <u>\$ -</u> | <u>\$ 582,782</u> |

The fair value for Level 2 assets is primarily based on market prices of comparable securities, interest rates, and credit risk. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument.

The Hospital's financial instruments consist of cash and cash equivalents, investments, estimated third-party payor settlements, long-term debt and leases, and interest rate swaps. The carrying amount of cash and cash equivalents, estimated third-party payor settlements, and long-term debt and leases approximate fair value using Level 1 inputs. The fair value of investments and interest rate swaps was determined using methods and inputs described in the first section of this note.

WEEKS MEDICAL CENTER

Notes to Financial Statements

September 30, 2014 and 2013

13. Meaningful Use Revenues

The Medicare and Medicaid electronic health record (EHR) incentive programs provide a financial incentive for achieving "meaningful use" of certified EHR technology. The criteria for meaningful use will be staged in three steps from fiscal year 2012 through 2016. The meaningful use attestation is subject to audit by CMS in future years. As part of this process, a final settlement amount for the incentive payments could be established that differs from the initial calculation, and could result in return of a portion or all of the incentive payments received by the Hospital.

The Medicaid program will provide incentive payments to hospitals and eligible professionals as they adopt, implement, upgrade or demonstrate meaningful use in the first year of participation and demonstrate meaningful use for up to five remaining participation years.

During 2014 and 2013, the Hospital demonstrated meaningful use related to its certified EHR system, allowing the Hospital to be eligible to receive EHR incentive payments from Medicare and Medicaid. During 2014, the Hospital recorded meaningful use revenues of \$860,295 related to Medicare and \$216,299 related to Medicaid. During 2013, the Hospital recorded meaningful use revenues of \$1,047,928 related to Medicare and \$83,354 related to Medicaid.

As of September 30, 2014 and 2013, the Hospital has recorded approximately \$605,000 and \$1,165,000, respectively, in deferred revenue as the Hospital will recognize the Medicare incentive income over the useful lives of the assets. As of September 30, 2014 and 2013, the Hospital had not received approximately \$40,000 and \$1,172,000, respectively, of EHR incentive payments, which is included in other accounts receivable. These amounts were received subsequent to the end of the year.

14. Related Party

As of July 1, 2012, the Hospital formed an LLC, Northern New Hampshire Healthcare Management (NNHHM), with Upper Connecticut Valley Hospital (UCVH), and Androscoggin Valley Hospital (AVH), to provide a vehicle for shared saving arrangements within Coos County. NNHHM currently provides management services for UCVH which consist of the Chief Administrative Officer (CAO) and Chief Financial Officer (CFO). The CAO position is paid through NNHHM effective January 1, 2013. The CFO position is shared with the Hospital, and is being compensated for these services based on the allocated salary and benefits of the personnel performing these services.

As of April 10, 2013, the Hospital has formed a corporation, Northern New Hampshire Healthcare Collaborative, Inc. (NNHHC), with UCVH and AVH to provide a vehicle for shared ownership arrangements between three organizations. An application for tax-exempt status was filed with the IRS on July 9, 2013. Non-profit status was granted effective March 26, 2013.

Effective July 19, 2013, AVH Home Health has joined with Weeks Home Health & Hospice, d/b/a Northwoods Home Health & Hospice. As of January 1, 2014, ownership of Northwoods Home Health & Hospice was transferred to NNHHC.

WEEKS MEDICAL CENTER

Notes to Financial Statements

September 30, 2014 and 2013

On July 21, 2014, the Hospital, along with three other hospitals in the North Country, Androscoggin Valley Hospital, Littleton Regional Healthcare, and Upper Connecticut Valley Hospital, have signed a non-binding letter of intent to create a common parent organization that would serve all communities in the North Country. The letter of intent provides a way forward for each of the organizations working together with the others to seek both regulatory approvals needed for this business affiliation. Under this arrangement, the four hospitals would each exchange some autonomy, given to the parent organization, to enable the hospitals to develop a highly-coordinated health care network that will improve quality, increase efficiencies and lower cost of health care delivery in the region.

15. Discontinued Operations

In January 2014, the Hospital's home health division formally ceased operations under the Hospital and joined NNHHC. All home health services were treated as discontinued operations for fiscal years 2014 and 2013. Net patient service revenue of \$1,128,350 and \$2,952,186 is reported net of related expenses of \$1,137,156 and \$3,040,312 for the fiscal years ending September 30, 2014 and 2013, respectively.

**Weeks Medical Center
Board of Trustees and Officers – 2015**

| Name | Office | Term | Term Expires |
|------------------|-----------------|-------------|---------------------|
| David Atkinson | President | 2 years | December 2016 |
| Scott Burns | | 2 years | December 2016 |
| George Cook | | 2 years | December 2017 |
| Dennis Couture | | 2 years | December 2015 |
| Donald Crane | Treasurer | 2 years | December 2017 |
| Sarah Desrochers | Secretary | 2 years | December 2016 |
| William Everleth | | 2 years | December 2017 |
| Charlie Fitch | | 2 years | December 2015 |
| Stanley Holz | Vice President | 2 years | December 2016 |
| Patrick Kelly | | 2 years | December 2016 |
| Dana Muzzey | | 2 years | December 2017 |
| Patsy Pilgrim | | 2 years | December 2015 |
| Lisa Tetreault | Member at Large | 2 years | December 2016 |
| Keith Young | | 2 years | January 2015 |

| | |
|---------------------|-------------------------|
| Scott Howe | CEO |
| Celeste Pitts | CFO |
| Lars Nielson | Chief Medical Officer |
| Donna Walker | CNE |
| Mederic LeBlanc, MD | Medical Staff President |

Honorary Members

| | |
|--------------|------------------|
| Rebecca More | Honorary Trustee |
|--------------|------------------|

Kathy.St.Onge@weeksmedical.org

Administrative Assistant 788-5026 – W

Revised: 1/1/2015

PATRICIA A. COTTER

OBJECTIVES

To utilize my extensive analytical and organizational skills in a fast pace environment.

EXPERIENCE

10/11 –
Present

Weeks Medical Center, Lancaster, NH
Grant Administrator and Quality Data Analyst

- Grant Administrator
 - Responsible for grant preparation and submission of applications for grant funded Physician Services; Primary Care, Family Planning, and Oral Health.
 - Responsible for Work Plans, audit and other grant related reports.
 - Responsible for attending State and Federally sponsored meetings and training sessions
 - Work closely with clinical managers and administration to ensure programs function within funded parameters.
- Quality Data Analyst
 - Responsible for reporting meaningful use quality measures, utilizing an internal reporting system “dashboard”.
 - Responsible for clinical and non-clinical report writing, utilizing an access based system, requiring familiarity with data tables, queries and filters.
 - Responsible for coordinating and reporting patient satisfaction results to the management team.

07/08 – 10/11

Weeks Medical Center, Lancaster, NH
Manager of Admitting/Communications, Family Planning & Grant Administrator for grant funded Physician services

- Manager of Admitting Communications (as outlined below)
- Manager of Family Planning (as outlined below) until Oct 2010.
- Grant Administrator for total of \$350,000 grant funded programs
 - Responsible for grant preparation and submission of applications for grant funded Physician Services (Primary Care, Home Visiting-Bright Beginnings, Bright Connections, Oral Health, HRSA Pediatric Obesity)
 - Responsible for Work Plans, audit and other grant related reports.
 - Responsible for attending State and Federally sponsored meetings and training sessions
 - Works closely with clinical managers and administration to ensure programs function within funded parameters.
 - Responsible for Home Visiting-Bright Beginnings, Bright Connections & Family Planning department budgets, developing annual budget, authorizing expenses and justification of variances.

09/04 – 07/08

Weeks Medical Center, Lancaster, NH
Manager of Admitting/Communications & Family Planning

- Manager of Admitting Communications
 - Responsible for hiring, training, education, counseling, and disciplinary action for admitting, check-in, registration, referral, switchboard and dispatch staff.
 - Responsible for department budget, developing annual budget, authorizing expenses, and justification of variances
- Manager of Family Planning
 - Responsible for preparation and submission of applications for grant funded Family Planning programs (Basic, TANF, STD/HIV, Teen Clinic).
 - Responsible for Work Plan, audit and other grant related reports.
 - Responsible for policy development and implementation.
 - Responsible for department budget, developing annual budget, authorizing expenses and justification of variances.
 - Responsible for attending State and Federally sponsored meetings and training sessions

10/03 – 09/04

Northway Financial, Inc, Berlin, NH
Assistant Vice President and Manager of Deposit Services

- Manager of Deposit Operations
- Manager of Electronic Banking Department

- Extensive managerial background, Skilled in operations, policies and administration.
- Excellent communication (written/oral) and interpersonal skills, Strong research, analytical and organization skills. Detail oriented, good team player, and self-motivator.
- Proficient with Windows applications including Microsoft Office (Word, Excel, Power Point, Access), Home Publishing, Adobe Photo Deluxe, Omni Page.

MEMBERSHIPS

| | |
|----------------|--|
| 2000 - Present | Weeks Medical Center Auxiliary Present – Member 2003-2004 – President, Board Member, Membership Committee Member, Community Program Chairperson 2000-2003 – Board Member, Membership Committee Member, Community Program Chairperson |
| 2000 - 2004 | Valley Compliance Association (Regional Compliance Group) |
| 2000 - 2003 | Great North Woods Human Resources Association |
| 2000 - 2003 | Northern New England Center for Financial Training <ul style="list-style-type: none">• Board Member |



SONYA R. GILBERT, PA-C

Physician Assistant

EDUCATION

- 2001-2003 School of Allied Health, Medical College of Georgia, Augusta, GA Bachelor of Science Degree in Physician Assistant Studies, with honors.
- 1997-2000 Augusta State University, Augusta Georgia. Pre-Physician Assistant Curriculum.
- 1990 Hesser College, Nashua, NH.
- 1989-1990 University of Maryland, Augsburg, Germany.
- 1986-1987 Hesser College, Portsmouth, NH

PROFESSIONAL/WORK EXPERIENCE

- 10/2008-Present Weeks Medical Center (Groveton & Whitefield, NH). Primary Care Provider for two location to include Family Planning in the Groveton office. Duties include: physical exams, treatment plans, prescriptions, ordering & interpretation of laboratory tests and diagnostic studies.
- 12/03/07- 10/2008 Family Med Centers (Aiken, SC). Primary care provider for a large, private family medicine practice. Duties include: occupational and primary care history and physical examination, development of treatment plans, prescription of medications, ordering and interpretation of laboratory tests and diagnostic studies, in-office minor surgical procedures.
- 2003-11/28/07 Family First Healthcare (Thomson, GA). Primary care provider in a private, rural, family medicine practice. Involved in all aspectsof patient care, including: detailed history and physical examination, development of treatment plans, prescription of medications, ordering and interpretation of laboratory tests and diagnostic studies, in-office minor surgical procedures, Botox injections, laser hair and skin treatments.

Rona Glines

- Objective** To obtain an administrative position within the health care field that will utilize my skills and experience.
- Experience**
- 1994-Present Weeks Medical Center Lancaster, NH
Director of Physician Services
- Responsible for Physician Services, Case Management, Health Information Management and Admitting/Communications.
 - Integrated the functions of physician offices and other departments within the organization.
 - Responsible for implementation of clinical and financial computer applications for the physician offices and Health Information Management.
 - Responsible for implementing an enterprise-wide Department of Case Management.
- 1985-1994 Weeks Memorial Hospital Lancaster, NH
Patient Accounts Manager/Assistant Director of Fiscal Services
- Responsible for the day-to-day operation of the patient accounting department.
 - Ensured adequate cash flow to meet organizational needs.
 - Responsible for implementation and upgrade of computerized financial system.
 - Assisted managers with completion of departmental budgets.
- 1980-1985 M&R Glines Auctions Lancaster, NH
Auctioneer/Appraiser
- Responsible for business management functions.
 - Set-up and conducted auction sales.
 - Performed estate and insurance appraisals for clients.
- Education** 1985 Plymouth State College Plymouth, NH
- B.S., Business Administration and Computer Science.
 - Graduated Summa Cum Laude.
- Interests** Antiques, Motorcycling, Skiing
- References** Available upon request.

Lars E. Nielson, MD, FACOG

| | | | |
|--|--|--|---------------|
| Experience: | October 2003 – Present | Weeks Medical Center | Lancaster, NH |
| | June 2006 – Present | Chief Medical Officer Weeks Medical Center | Lancaster, NH |
| | 9/2006 – Present | N.H. Foundation for Healthy Communities Member of Medical Executive Committee | |
| | 1/2007 – Present | Chair DHA Quality and Planning Board | |
| | 6/2007 – Present | Chair DHA CMO Committee | |
| | 6/2006 - Present | Medical Director Family Planning Weeks Medical Center | |
| | Staff Ob-GYN | Chief of Ob-GYN, Member of EMR Task Force | |
| | July 1990 - Sept 2003 | Littleton Regional Hospital | Littleton, NH |
| | Solo Private Practice Ob-GYN | | |
| | <ul style="list-style-type: none">• Full range of reproductive health services including infertility and unrogynecology• President of Medical Staff, Littleton Regional Hospital, 1999- 2000• Member, Littleton Regional Hospital Board of Trustees, 2001-2003• Chair, Medical Records, Utilization Review Committee, 1995-1999 | | |
| Sept 1995 to Sept 2003 | Ammonusuc Community Health Service, Littleton, NH | | |
| Director of Reproductive Health | | | |
| <ul style="list-style-type: none">• Supervised Family Practitioners, Midwives, and Nurse Practitioners• Responsible for Establishing, Reviewing & Revising Clinical Protocols | | | |
| July 1986 – June 1990 | 812 th Strategic Hospital | Ellsworth AFB, SD | |
| Chief of Ob-GYN | | | |
| <ul style="list-style-type: none">• Provided full range of reproductive health services• Supervised other Ob-GYNs, Midwives, Nurse Practitioners and other support staff• Chief of Hospital Services 1985 – 86• Awarded Meritorious Service Medal | | | |
| Education | October 2004 – June 2004 | Structural Acupuncture for Physicians, Harvard Medical School, Boston, MA | |
| | July 1982 – June 1986 | Medical Center Hospital of Vermont, Burlington, VT Residency in Obstetrics & Gynecology | |
| | September 1978 – May 1982 | Tufts University School of Medicine, Boston, MA Medical Doctor | |

Elizabeth Lounsbury



Employment Goal: Obtain a full time position that offers new challenges in which my previous experience and accomplishments would be utilized.

Education: Community College of Vermont
6 credits remain to achieve degree 4.0 GPA
1971 – 1975 Carmel High School, Carmel, NY

Employment Experience: 2012 – Present Practice Manager, Weeks Medical Center
Lancaster, NH 03584

Responsibilities Include:

- Daily administrative and clinical/non-clinical operations of four Physician's offices, providing supervision and development of staff, budgeting, establishing and monitoring goals, policy development & implementation, employee and physician satisfaction, etc.
- Manager of Family Planning Program, direct supervision of clinical support staff, policy development & implementation, budgeting, establishing & monitoring goals, attendance at State directors meetings.

2010 – 2012 Operations Manager, Weeks Medical Center
Lancaster, NH 03584

Responsibilities Include:

- Daily administrative and clinical/non-clinical operations of Lancaster Physician's office, to include staffing, budgeting, establishing and monitoring goals, policy development & implementation, employee and physician satisfaction, etc.
- Manager of Family Planning Program, supervision of clinical staff, policy development & implementation, budgeting, establishing & monitoring goals, attendance at State directors meetings.

1997 – 2010 Medical Practice Manager, North Country Ob/Gyn
North Country Hospital RHC Clinic

October 07 – April 09, Interim Dual Role

Gina L. Bedell



EDUCATION: NH Community Technical College, Berlin: Graduated 1990-RN
White Mountain Regional High School, Lancaster, NH Diploma 1986
BSN received 10/06
Licensed APRN, July 2011

CURRENT LICENSES/CERTIFICATIONS: ARNP, RN, BLS, ACLS, PALS, TNCC; is also ACLS
Instructor

EXPERIENCE: 1985 to 1990 McKerly Health Care Center Lancaster, NH; LNA, LPN

1990 to 10/02 Weeks Medical Center, Lancaster, NH
RN on Med/Surg, OB, ICU, ER, Supervisor Med/Surg, ICU

10/02 to 8/06 Weeks Medical Center – Physician Office, Groveton, NH
Satellite Office Lead Nurse. Responsible for coordinating functions of
Assigned areas as well as member of team. Oversees clinical/clerical
Issues w/ nursing and provider staff ensuring day-to-day functions in
Office are well maintained.

8/06 to Present Weeks Medical Center – Physician Office, Lancaster, NH
Office Nurse to Surgical Practice. Responsible for care, treatment of patients as
directed by physician. Maintains confidential records of vital statistics and other
pertinent data. Responsible for timely notification diagnostic test results,
scheduling and recalls. Manages one or more provider practices, including
scheduling, recall notices, charge process, paperwork flow, prescription refills.

10/06 to Present Weeks Medical Center – Physician Office, Lancaster, NH
Nurse Supervisor for Lancaster Physician Office. Responsible for coordinating
functions of assigned areas (to include Home Visiting, Family Planning, and
specialty clinics as well as member of team. Oversees clinical/clerical issues w/
nursing and provider staff ensuring day-to-day functions in office are well
maintained.

3/10 to 3/12 Weeks Medical Center – Physician Office, Lancaster, NH
Clinical Program Coordinator for Child & Family Health Support Services
program. Responsible for oversight of the clinical functions for Weeks Medical
Center's CFHS-Bright Connections program to include but not limited to assuring
each child has a primary care provider/medical home, enrollment and that a care
plan is developed for each family, coordination of care, referrals to appropriate
agencies, monthly audit of charts, overseeing home visiting staff, & clinical
policies and procedures.

3/12 to present Weeks Medical Center – APRN for Lancaster, North Stratford
Physician Offices and Family Planning, as well as the Family Planning clinical
coordinator.

Raylene Degreenia



Employment Goal: Obtain a full time position that will allow me to utilize my training in patient care.

Education: 2003 – 2008 White Mountain Community College- MA
1996 – 1998 University of New Hampshire- AS in Science
1967 – 1973 Groveton High School, Groveton, N.H.

Employment April 2008 – Present
Weeks Medical Center, Lancaster, NH
Medical Assistant, Family Planning Clinic
Responsibilities include daily patient care needs. Rooming patients, taking vitals, injections, immunizations, phlebotomy, completing patient and state mandated paperwork needs, billing, answering phone calls, scheduling office visits, testing needs, filing results, ordering supplies.

2003 – Present – MNA/LNA
Morrison's nursing Home, Whitefield, N.H.
Responsibilities include pass medications to residents, attend to residents personal needs, take vitals, and offer assistance feeding patients.

2001 - 2008
Shaws Supermarket Littleton, NH
PM Closer responsibilities include serving as cashier, assigning staff duties, monitor facility maintenance, monitor customer satisfaction, End of day cash reconciliation, lock up end of day.

1997 – 2003, Maintenance Supervisor
Friendship House, Bethlehem, N.H.

Certifications: 2010/Certified Medication Topics for MNA'S
2010/Certified Medical Assistant/AAMA
2010 CPR Renewal
2008/Registered Medical Assistant with AMT

References: Upon Request

Subject: Family Planning

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|---|---|---|
| 1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services | | 1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504 | |
| 1.3 Contractor Name Weeks Medical Center, Inc. | | 1.4 Contractor Address 170 Middle Street Lancaster, NH 03584 | |
| 1.5 Contractor Phone Number 603-788-5398 | 1.6 Account Number 05-95-90-902010-5530-102-500734 05-95-45-450010-6146-502-500891 | 1.7 Completion Date June 30, 2015 | 1.8 Price Limitation \$115,329.58 |
| 1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief | | 1.10 State Agency Telephone Number 603-271-4501 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory SCOTT HOWE, CHIEF EXECUTIVE OFFICER | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>CROSS</u> On <u>5/2/2013</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Kathy St. Onge</u> KATHY ST. ONGE, Notary Public My Commission Expires June 22, 2016 | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Janne P. Herrick, Attorney</u> On: <u>27 May 2013</u> | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.



Handwritten signature and date: 5/2/13

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer

Contractor Initials:

Date:

5/2/2013

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

NH Department of Health and Human Services

Exhibit A

Scope of Services

Family Planning Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Weeks Medical Center, Inc.

ADDRESS: 173 Middle Street
Lancaster, NH 03584

Grants Administrator: Patricia Cotter

TELEPHONE: 603-788-5398

The Contractor shall:

I. General Provisions

A) Eligibility and Income Determination

Family Planning (FP) services will be provided to individuals of childbearing ages in New Hampshire (NH) who request such services. Preference will be given to clients who live within the Contractor's service area. Special emphasis will be placed on serving adolescents and individuals in low-income families (defined as $\leq 250\%$ of the U.S. Department of Health & Human Services "Poverty Guidelines").

1. The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.
2. The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.
3. Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.
4. Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.
5. The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

B) Numbers Served

The FP Program will provide comprehensive reproductive health care to include age-appropriate clients, anticipatory guidance, education, assessment, counseling on preconception health care (reproductive life plan) and referrals for nutrition services, substance abuse, domestic violence, sexual assault and other health related issues.

C) Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. Provide clients of limited English proficiency (LEP) with interpreter services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client, language line).

D) State and Federal Laws

The Contractor is responsible for compliance with all relevant state and Federal laws. Special attention is called to the following statutory responsibilities:

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301 as most currently amended (1/05).
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offences.
3. Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

E) Relevant Policies and Guidelines

Contractors operate, at minimum, in accordance with the following:

1. The (Federal) Office of Population Affairs, Office of Family Planning, *Program Guidelines for Project Grants for Family Planning Services*, dated January 2001, and subsequent amendments, program instructions and clarifications.
2. National program priorities established by the Office of Population Affairs.
3. The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.
4. The Contractor must submit to MCHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.
5. The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

F) Publications Funded Under Contract (Standard Language)

1. The DPHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DPHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.
3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

G) Subcontractors

1. If any service required by this exhibit is provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract.
2. In addition, the original DPHS Contractor will remain liable for all requirements included in this exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A. Service Requirements

1. Clinical Services

In addition to following the federal and state guidelines outlined above, clinical services will be guided by the protocol and practice guidelines established by the Contractor and will be supervised by a medical director qualified to oversee obstetric and gynecological care.

2. HIV Counseling and Testing

HIV counseling and testing provided by family planning Contractors must conform to CDC's Fundamentals of HIV Prevention Counseling and staff providing this counseling must be trained in this counseling model.

3. Health Education Materials

Health education materials are to be reviewed according to Federal Program Guidelines for Project Grants for Family Planning Services (reference section 6.8) and the NH State Family Planning Program's Information and Education Policy on the review, approval, and distribution of family planning materials. Delegate agencies may be asked to work with the State in identifying consumer volunteers to review educational materials in order to provide consumer input. Any and all materials an agency develops for marketing or patient education must be submitted, in its final draft form, for approval before printing or duplicating it in quantity.

4. Sterilization Services

Those Contractors providing sterilization services will adhere to all federal sterilization requirements as outlined in the Federal Program Guideline's Attachment C, Sterilization of Persons in Federally Assisted Family Planning Projects and subsequent revisions or amendments related to this federal requirement.

5. Transitional Assistance for Needy Families (TANF) and Title X FP Collaborative

The TANF and Title X Collaborative will conduct statewide activities to support knowledge of and access to FP services by populations in need, with a particular emphasis on Medicaid-eligible women and adolescents at risk for pregnancy. The Contractor shall produce a plan that documents a promotional & partnership building strategy and marketing/outreach campaign that includes identification of the target population, details, activities and projects for reaching the target population and specifies evaluation measures. The NH FP & Contractors will review the plan on an on-going basis to monitor progress towards outcomes and overall project goals.

6. Research

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform the Division of Public Health Services, Maternal and Child Health Section prior to initiating any research related to this contract.

7. School-based Education Programs

Contractors must enter into a written agreement with any school where the Contractor will implement sexuality education programs for students under the age of 18. The agreement must be signed by the school principal/or designee and must include a statement that information was provided to parents which offered the opportunity for the parents to opt their child out of any program to which the parent objects.

B) Staffing Provisions

1. Staff Training and Qualifications

Documentation will be available to show that all staff members employed in the Family Planning program has adequate training to fulfill their activities. Staff performing clinical functions will have NH licensing that is required for their responsibilities. Each agency will employ appropriate credentialing procedures to assure that clinical staffs have appropriate education and experience for their responsibilities.

2. Medical Director Participation

Each agency will have the services of a medical director who has special training and/or experience in family planning services. For each Contractor, the medical director and the clinical staff shall participate in the development and approval of specific guidelines for medical care that meet or exceed these minimal standards. In addition, the medical director shall participate in QI activities and be available to other staff for consultation.

3. Community Education & Partnership Development

The Contractor will designate one staff member or committee responsible for the coordination and development of a community education and outreach plan, to include partnership development so as to increase utilization of family planning services. A community education & outreach report will be required, as well as any supporting documentation that supports the development of partnerships with key community stakeholders.

4. Staffing Changes

New Hires

The Contractor shall notify the Maternal and Child Health Section (MCHS) in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee shall accompany this notification.

Vacancies

The Contractor must notify MCHS in writing of key positions (agency executive director, agency fiscal director, medical director, site manager, community educator, teen clinic coordinator, TANF coordinator) vacant for more than three months. This may be done through a budget revision. In addition, MCHS must be notified in writing if at any time any site funded under this agreement does not have adequate clinical and administrative staffing to perform all required services for more than one month.

C) Coordination of Services

1. The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.
2. As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.
3. As part of the Family Planning Workplan process, each Contractor will make plan explicitly identifying community services providers who will be contacted for face-to-face meetings intended to build partnerships, increase coordination and referrals with other providers.

D) Meetings and Trainings

The Contractor will be responsible to send staff to meetings and training required by the family planning program, including but not limited to: medical director's meetings, family planning director's meetings, community educator/clinic coordinators meetings, data training and review meetings and family planning orientation.

III. Quality or Performance Improvement (QI/PI)

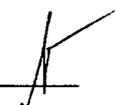
A) Workplans

1. Performance Workplans must be submitted and are used to monitor achievement of standard measures of performance of the services provided under this contract. Said workplan is incorporated herein by reference.
2. Performance Workplans and Workplan Outcome Reports will be completed according to the schedule and instructions provided by MCHS. The workplans are a key component of the DPHS and MCHS performance based contracting system and of this contract.
3. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS in to the agency's QI/PI plan. Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets. If the Contractor's performance is above the defined target, no additional information will need to be provided. It will be the understanding that activity and evaluation efforts were effective in reaching the desired outcome. If the Contractor's performance is below the defined target, an explanation must be provided of why and what action steps (corrective action plan) will be taken to improve performance.
4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the Contractor with reasonable notice of such changes.

B) Data and reporting requirements

In addition to Performance Workplans and Outcome Reports, the Contractor shall submit to MCHS the following data used to monitor program performance:

1. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff list forms must be completed according to the relevant instructions and submitted as requested by DPHS.
2. The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
3. Completed UDS tables reflecting program performance in the previous calendar as requested by DPHS.
4. A copy of the Contractor's updated Sliding Fee Scale including the amount(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.
5. An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.
6. Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.
7. By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report.

Contractor Initials: 

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8. As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.
9. Comply with all Family Planning Program and STD/HIV Prevention Bureau requirements for reporting chlamydia testing.

C) On-site reviews

1. The Contractor shall allow a team or person authorized by the MCHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical services management, financial management and design and delivery of educational services to assure systems are adequate to provide the contracted services.
2. Reviews shall include client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. On-site reviews may be waived or abbreviated at the discretion of MCHS, upon submission of satisfactory reports of reviews such as Health Services Resources Administration (HRSA): Office of Performance Review (OPR), or reviews from nationally accreditation organizations such as the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), the Community Health Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Healthcare (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this exhibit, and actions to strengthen performance as outlined in the agency Performance Workplan.

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Family Planning Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Weeks Medical Center, Inc.

ADDRESS: 173 Middle Street
Lancaster, NH 03584

Grants Administrator: Patricia Cotter

TELEPHONE: 603-788-5398

Vendor #177171-R001

Job #90080203
#45130203

Appropriation #05-95-90-902010-5530-102-500734
#05-95-45-450010-6146-502-500891

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$44,387.33 for Family Planning Services, funded from 60% (\$26,632.40) federal funds from Title X Family Planning (CFDA #93.217), and 40% (\$17,754.93) general funds in SFY 14.

\$46,088.25 for Family Planning Services, funded from 63% (\$29,035.60) federal funds from Title X Family Planning (CFDA #93.217), and 37% (\$17,052.65) general funds in SFY 15.

\$24,854 for Family Planning Services - TANF, funded from 100% US Department of Health and Human Services, Administration for Children and Families funds (CFDA #93.558) in SFY 14 and 15.

TOTAL: \$115,329.58

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

Contractor Initials: 

Date: 5/2/2013

6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

The remainder of this page is intentionally left blank.

Contractor Initials: 

Date: 5/2/2013

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

Contractor Initials: 

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8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within nine months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- X (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The remainder of this page is intentionally left blank.

Contractor Initials: _____

Date: 5/2/2013

18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

Contractor Initials: _____

Date: 5/2/2013

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials: 
Date: 5/2/2013

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

**Commissioner
NH Department of Health and Human Services,
129 Pleasant Street
Concord, NH 03301**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

Contractor Initials: 

Date: 5/2/2013

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Weeks Medical Center, Inc. From: July 1, 2013 or date of G&C Approval, whichever is later To: June 30, 2015
Contractor Name **Period Covered by this Certification**

SCOTT HOWE, CHIEF EXECUTIVE OFFICER
Name and Title of Authorized Contractor Representative


Contractor Representative Signature 5/2/2013
Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Programs (indicate applicable program covered):

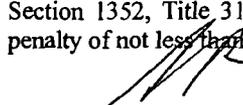
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: July 1, 2013 or date of G&C Approval, whichever is later, through June 30, 2015

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Contractor Signature

SCOTT HOWE, CHIEF EXECUTIVE OFFICER
Contractor's Representative Title

Weeks Medical Center, Inc.
Contractor Name

5/2/2013
Date

NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

| | |
|--|--|
|  _____ Contractor Signature | SCOTT HOWE CHIEF EXECUTIVE OFFICER _____ Contractor's Representative Title |
| Weeks Medical Center, Inc. _____ Contractor Name | 5/2/2013 _____ Date |

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Contractor Signature

SCOTT HOWE CHIEF EXECUTIVE OFFICER

Contractor's Representative Title

Weeks Medical Center, Inc.

Contractor Name

5/2/2013

Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.


Contractor Signature

SCOTT HOWE CHIEF EXECUTIVE OFFICER
Contractor's Representative Title

Weeks Medical Center, Inc.
Contractor Name

5/2/2013
Date

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part I, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

Contractor Initials: _____

Date: 5/2/2013

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Contractor Initials: _____

Date: 5/2/2013

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

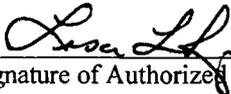
Contractor Initials: _____

Date: 5/2/2013

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DIVISION OF PUBLIC HEALTH SERVICES
The State Agency Name

Weeks Medical Center, Inc.
Name of Contractor


Signature of Authorized Representative


Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN
Name of Authorized Representative

SCOTT HOWE CHIEF EXECUTIVE OFFICER
Name of Authorized Representative

BUREAU CHIEF
Title of Authorized Representative

CHIEF EXECUTIVE OFFICER
Title of Authorized Representative

5-30-2013
Date

5/2/2013
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.



(Contractor Representative Signature)

 **SCOTT HOWE, CHIEF EXECUTIVE OFFICER**
(Authorized Contractor Representative Name & Title)

Weeks Medical Center, Inc.

(Contractor Name)

 **5/2/2013**
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073968752

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|--------------------------------|----------------------------------|
| Name: <input type="checkbox"/> | Amount: <input type="checkbox"/> |
| Name: <input type="checkbox"/> | Amount: <input type="checkbox"/> |
| Name: <input type="checkbox"/> | Amount: <input type="checkbox"/> |
| Name: <input type="checkbox"/> | Amount: <input type="checkbox"/> |
| Name: <input type="checkbox"/> | Amount: <input type="checkbox"/> |

Contractor Initials: 
Date: 3/2/13

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Division of Public Health Services

Agency Name: Weeks Medical Center

Name of Bureau/Section: Community Health Services/Maternal & Child Health/Family Planning Services

| BUDGET PERIOD SFY 16 (7/1/15 - 6/30/16) | | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
|---|--|---|---------------------------------------|--------------------------------------|
| Name & Title (Key Administrative Personnel) | | | | |
| Rona Glines, Director of Physician Services | | \$155,750 | 0.00% | \$0.00 |
| Lars Nielson, Medical Director | | \$322,575 | 0.00% | \$0.00 |
| Elizabeth Lounsbury, Practice Manager | | \$95,075 | 0.00% | \$0.00 |
| | | \$0 | 0.00% | \$0.00 |
| | | \$0 | 0.00% | \$0.00 |
| | | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | | \$0.00 |

| BUDGET PERIOD SFY 17 (7/1/16 - 6/30/17) | | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
|---|--|---|---------------------------------------|--------------------------------------|
| Name & Title (Key Administrative Personnel) | | | | |
| Rona Glines, Director of Physician Services | | \$155,750 | 0.00% | \$0.00 |
| Lars Nielson, Medical Director | | \$329,026 | 0.00% | \$0.00 |
| Elizabeth Lounsbury, Practice Manager | | \$96,976 | 0.00% | \$0.00 |
| | | \$0 | 0.00% | \$0.00 |
| | | \$0 | 0.00% | \$0.00 |
| | | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | | \$0.00 |

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc.), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



State of New Hampshire
Department of Health and Human Services
Amendment #1 to Family Planning Services Contract

This 1st Amendment to the Family Planning Services contract (hereinafter referred to as "Amendment 1") dated this 9th day of April, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and White Mountain Community Health Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at PO Box 2800, Conway, NH 03818.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item #94), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows to:

1. Amend Form P-37, Subject to read Family Planning Services
2. Amend Form P-37, Block 1.7 to read June 30, 2017
3. Amend Form P-37, Block 1.8 to read \$399,490.54
4. Amend Form P-37, Block 1.9 to read Eric Borrin
5. Amend Form P-37, Block 1.10 to read 603-271-9558
6. Amend Exhibit A, Scope of Services, Contract Period to read: "July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2017."
7. Amend Exhibit B, Purchase of Services, by:
 - 7.1. Changing Contract Period to read, "July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2017"
 - 7.2. Changing Job #45130203 to read Job #45030203
 - 7.3. Deleting paragraph 1 in its entirety and replacing it with new paragraph 1 and sub-paragraphs (a) and (b):
 1. The total amount of all payments made to the Contractor for the cost and expenses incurred in the performance of services during the period of July 1, 2015 through June 30, 2017 shall not exceed:



(a) \$94,393.80 in SFY 2016 and \$94,393.80 in SFY 2017 for a total amount of \$188,787.60.

(b) Funding is available as follows:

- \$101,725.17 – 61.2% Federal Funds from the Office of Population Affairs, Family Planning Services, Title X of the Public Health Services Act, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016063
- \$64,492.43 – 38.8% from General Funds
- \$22,570.00 – 100% Federal Funds from the Administration for Children and Families, Temporary Assistance for Needy Families, Title IV of the Social Security Act, (CFDA #93.558, FAIN 1502NHTANF).

7.4. Deleting paragraph 2 and replacing it with new paragraph 2:

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit B-1, Budget. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.

7.5. Deleting paragraph 6 and replacing it with new paragraph 6:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

8. Add Exhibit B-1

9. Delete Exhibit C and replace with Exhibit C Amendment #1

10. Add Exhibit C-1

11. Delete Exhibit G and replace with Exhibit G Amendment #1

12. Delete Exhibit I and replace with Exhibit I Amendment #1

New Hampshire Department of Health and Human Services
Family Planning Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/2/15
Date

Brook Dupee
Brook Dupee
Bureau Chief

White Mountain Community Health Center

4-24-15
Date

Patricia Mc Murry
NAME Patricia Mc Murry
TITLE Executive Director

Acknowledgement:

State of New Hampshire County of Carroll on 4/24/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Diane Brothers Notary Public
Name and Title of Notary or Justice of the Peace

DIANE BROTHERS, Notary Public
My Commission Expires August 5, 2019

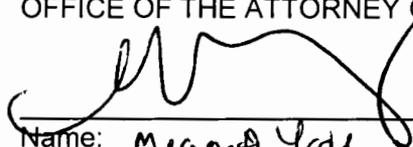
New Hampshire Department of Health and Human Services
Family Planning Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 6/30/15


Name: Megan A. Foster
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

Exhibit B-1

Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: White Mountain Community Health Center

Budget Request for: **Family Planning -Teen Clinic**

Budget Period: 7/1/15 - 6/30/16

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------|----------------|---------------------|---|
| 1. Total Salary/Wages | \$ 53,425.00 | \$ - | \$ 53,425.00 | |
| 2. Employee Benefits | \$ 8,011.00 | \$ - | \$ 8,011.00 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ 500.00 | \$ - | \$ 500.00 | |
| Pharmacy | \$ 13,500.00 | \$ - | \$ 13,500.00 | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ 225.00 | \$ - | \$ 225.00 | |
| 7. Occupancy / Bldg Maint | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ 450.00 | \$ - | \$ 450.00 | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ 250.00 | \$ - | \$ 250.00 | |
| 11. Staff Education and Training | \$ 250.00 | \$ - | \$ 250.00 | |
| 12. Subcontracts/Agreements | \$ 6,300.00 | \$ - | \$ 6,300.00 | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| Membership | \$ 197.80 | \$ - | \$ 197.80 | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 83,108.80 | \$ - | \$ 83,108.80 | Family Planning and Teen visits are 15% of overall visits to health center, therefore 15% of indirect costs are attributable to Family Planning, but not contractually charged. |

Indirect As A Percent of Direct

0.0%

NH DHHS
Exhibit B-1 Budget

Contractor Initials:

PMC

Page 1 of 1

Date:

4-24-15

Exhibit B-1

Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: White Mountain Community Health Center

Budget Request for: **Family Planning -Teen Clinic**
(Name of RFP)

Budget Period: 7/1/16 - 6/30/17

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------|----------------|---------------------|---|
| 1. Total Salary/Wages | \$ 53,425.00 | \$ - | \$ 53,425.00 | |
| 2. Employee Benefits | \$ 8,011.00 | \$ - | \$ 8,011.00 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ 500.00 | \$ - | \$ 500.00 | |
| Pharmacy | \$ 13,500.00 | \$ - | \$ 13,500.00 | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ 225.00 | \$ - | \$ 225.00 | |
| 7. Occupancy / Bldg Maint | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ 450.00 | \$ - | \$ 450.00 | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ 250.00 | \$ - | \$ 250.00 | |
| 11. Staff Education and Training | \$ 250.00 | \$ - | \$ 250.00 | |
| 12. Subcontracts/Agreements | \$ 6,300.00 | \$ - | \$ 6,300.00 | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| Membership | \$ 197.80 | \$ - | \$ 197.80 | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 83,108.80 | \$ - | \$ 83,108.80 | |

Family Planning and Teen visits are 15% of overall visits to health center, therefore 15% of indirect costs are attributable to Family Planning, but not contractually charged.

Indirect As A Percent of Direct

0.0%

NH DHHS
Exhibit B-1 Budget

Contractor Initials: PM

Page 1 of 1

Date: 4-24-15

Exhibit B-1

Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: White Mountain Community Health Center

Budget Request for: Family Planning -TANF
(Name of RFP)

Budget Period: 7/1/16 - 6/30/17

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------|----------------|---------------------|---|
| 1. Total Salary/Wages | \$ 8,310.00 | \$ - | \$ 8,310.00 | |
| 2. Employee Benefits | \$ 831.00 | \$ - | \$ 831.00 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ 100.00 | \$ - | \$ 100.00 | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ - | \$ - | \$ - | |
| 6. Travel | \$ 480.00 | \$ - | \$ 480.00 | |
| 7. Occupancy | \$ - | \$ - | \$ - | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ 720.00 | \$ - | \$ 720.00 | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ 844.00 | \$ - | \$ 844.00 | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 11,285.00 | \$ - | \$ 11,285.00 | |

Indirect As A Percent of Direct

0.0%

NH DHHS
Exhibit B-1 Budget

Contractor Initials: BM

Page 1 of 1

Date: 4-24-15



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.

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) 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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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

**New Hampshire Department of Health and Human Services
Exhibit C Amendment #1**



- 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.



Exhibit C-1

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. **Renewal:**

As referenced in the Request for Proposals, Renewal Section, this competitively procured Agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G- Amendment #1

Contractor Initials PMC

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: White Mountain Community Health Center

4-24-15
Date

Patricia O'Malley
Name: Patricia O'Malley
Title: Executive Director

Exhibit G- Amendment #1

Contractor Initials PM

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



Exhibit I - Amendment #1

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 Amendment #1

- 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

Pmc

4-24-15



Exhibit I Amendment #1

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I Amendment #1

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 Amendment #1

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 Amendment #1

- 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.

NH DHHS
 The State
[Signature]
 Signature of Authorized Representative
Brook Dupre
 Name of Authorized Representative
Bureau Chief
 Title of Authorized Representative
6/2/15
 Date

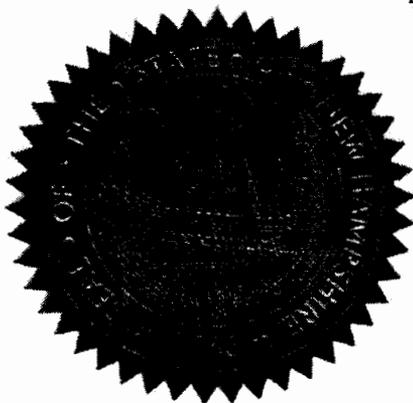
White Mountain Community Health Center
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
Patricia McMorry
 Name of Authorized Representative
Executive Director
 Title of Authorized Representative
4-24-15
 Date

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WHITE MOUNTAIN COMMUNITY HEALTH CENTER is a New Hampshire nonprofit corporation formed June 1, 1981. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2015



William M. Gardner

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Eric Hirschfeld, do hereby certify that:

1. I am a duly elected Officer of White Mountain Community Health Center.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on February 26th, 2015:

RESOLVED: That the Executive Director: Patricia McMurry

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 24th day of April, 2015.

4. Patricia McMurry is the duly elected Executive Director of the Agency.

(Name of Contract Signatory)

(Title of Contract Signatory)



Secretary

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 24th day of April, 2015.

By Eric Hirschfeld.

(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

NOTARY SEAL:

Commission Expires: _____ **DIANE BROTHERS, Notary Public**
My Commission Expires August 5, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Chalmers Insurance Group - North Conway
PO Box 2480
3277 White Mountain Highway
North Conway NH 03860

CONTACT NAME: Andrea Nicklin, AAI
PHONE (A/C No. Ext): (603) 356-6926 **FAX (A/C, No):** (603) 356-6934
E-MAIL ADDRESS: anicklin@chalmersinsurancegroup.com

INSURED
White Mountain Community Health Center
PO Box 2800
Conway NH 03818

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|-------------------------------|-------------------------|--------|
| INSURER A: | Wesco Insurance Company | 25011 |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER:** 15/16 WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|------------------------|------------|---------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WWC3116768 | 1/1/2015 | 1/1/2016 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

NH Department of Health & Human Services
129 Pleasant Street
Concord, NH 03301-3857

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A Nicklin, AAI/ANDREA *Andrea Nicklin*

white | community
mountain | health center
with support from the Memorial Hospital

Mission Statement:

“White Mountain Community Health Center provides comprehensive, high-quality primary care services and health education on a sustainable basis to women, men and children in the Mount Washington Valley community regardless of ability to pay.”

**WHITE MOUNTAIN COMMUNITY
HEALTH CENTER
AUDITED FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013**

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BRAD BORBIDGE, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849
TELEFAX 603/224-2397

Independent Auditor's Report

Board of Directors
White Mountain Community Health Center
Conway, New Hampshire

We have audited the accompanying balance sheets of White Mountain Community Health Center, as of June 30, 2014 and 2013, and the related statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of White Mountain Community Health Center as of June 30, 2014 and 2013, 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.

A handwritten signature in black ink, appearing to read "Dr. O'Neil", is located in the lower right quadrant of the page.

Concord, New Hampshire
October 24, 2014

WHITE MOUNTAIN COMMUNITY HEALTH CENTER
BALANCE SHEETS

JUNE 30, 2014 AND 2013

ASSETS

| | 2014 | 2013 |
|--|------------|------------|
| Current Assets | | |
| Cash and cash equivalents | \$ 273,358 | \$ 456,578 |
| Patient accounts receivable, net of allowances for uncollectible accounts of \$25,366 and \$35,000 at June 30, 2014 and 2013, respectively | 71,728 | 95,634 |
| Other receivables | 83,525 | 53,887 |
| Prepaid expenses | 21,744 | 22,111 |
| Total Current Assets | 450,355 | 628,210 |
| Long-Term Investments | 234,449 | 6,441 |
| Assets Limited As To Use | 19,139 | 19,677 |
| Property And Equipment, Net | 198,433 | 82,898 |
| TOTAL ASSETS | \$ 902,376 | \$ 737,226 |

LIABILITIES AND NET ASSETS

| | | |
|---|------------|------------|
| Current Liabilities | | |
| Accounts payable and accrued expenses | \$ 54,997 | \$ 33,418 |
| Accrued payroll and related expenses | 87,664 | 78,289 |
| Deferred revenue | 42,295 | 57,430 |
| Total Current Liabilities | 184,956 | 169,137 |
| Net Assets | | |
| Unrestricted | 698,281 | 548,412 |
| Temporarily restricted net assets | 19,139 | 19,677 |
| Total Net Assets | 717,420 | 568,089 |
| TOTAL LIABILITIES AND NET ASSETS | \$ 902,376 | \$ 737,226 |

(See accompanying notes to these financial statements)

WHITE MOUNTAIN COMMUNITY HEALTH CENTER
 STATEMENTS OF OPERATIONS
 FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

| | 2014 | 2013 |
|--|------------|------------|
| Operating Revenue | | |
| Patient service revenue | \$ 928,056 | \$ 760,053 |
| Provision for bad debt | (17,769) | (24,660) |
| | 910,287 | 735,393 |
| Net Patient Service Revenue | | |
| Government and private grants | 498,641 | 478,346 |
| In-kind contributions | 69,756 | 80,508 |
| Other operating revenue | 17,104 | 17,876 |
| Net assets released from restrictions | 1,908 | 18,443 |
| | 1,497,696 | 1,330,566 |
| Total Operating Revenue | | |
| Operating Expenses | | |
| Salaries and benefits | 952,050 | 931,278 |
| Professional fees and contract services | 192,695 | 164,883 |
| Other operating expenses | 175,799 | 164,071 |
| Program supplies | 84,557 | 84,365 |
| Depreciation | 23,045 | 13,325 |
| In-kind contributed expenses | 69,756 | 80,508 |
| | 1,497,902 | 1,438,430 |
| Total Operating Expenses | | |
| OPERATING LOSS | (206) | (107,864) |
| Other Revenue and Gains | | |
| Contributions | 72,496 | 77,096 |
| Investment income | 1,079 | 942 |
| Change in fair value of investments | 624 | 882 |
| | 74,199 | 78,920 |
| Total Other Revenue and Gains | | |
| EXCESS (DEFICIT) OF REVENUE OVER EXPENSES | 73,993 | (28,944) |
| Net assets released from restriction for capital acquisition | 75,876 | 28,811 |
| INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS | \$ 149,869 | \$ (133) |

(See accompanying notes to these financial statements)

WHITE MOUNTAIN COMMUNITY HEALTH CENTER
STATEMENTS OF CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

| | Unrestricted | Temporarily Restricted | Total |
|--|--------------|---------------------------|------------|
| Balance, June 30, 2012 | \$ 548,545 | \$ 38,025 | \$ 586,570 |
| Deficit of revenue over expense | (28,944) | - | (28,944) |
| Contributions | - | 41,562 | 41,562 |
| Temp restricted interest income | - | 22 | 22 |
| Net assets released to The Memorial Hospital | - | (12,678) | (12,678) |
| Net assets released for capital acquisition | 28,811 | (28,811) | - |
| Net assets released for operations | - | (18,443) | (18,443) |
| Change in Net Assets | (133) | (18,348) | (18,481) |
| Balance, June 30, 2013 | 548,412 | 19,677 | 568,089 |
| Excess of revenue over expense | 73,993 | - | 73,993 |
| Contributions | - | 77,246 | 77,246 |
| Net assets released for capital acquisition | 75,876 | (75,876) | - |
| Net assets released for operations | - | (1,908) | (1,908) |
| Change in Net Assets | 149,869 | (538) | 149,331 |
| Balance, June 30, 2014 | \$ 698,281 | \$ 19,139 | \$ 717,420 |

(See accompanying notes to these financial statements)

WHITE MOUNTAIN COMMUNITY HEALTH CENTER
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

| | 2014 | 2013 |
|--|------------|-------------|
| Cash Flows From Operating Activities | | |
| Change in net assets | \$ 149,331 | \$ (18,481) |
| Adjustments to reconcile change in net assets to net cash provided by operating activities | | |
| Depreciation | 23,045 | 13,325 |
| Bad debt expense | 17,769 | 24,660 |
| Restricted contributions | (77,246) | (41,562) |
| Transfer to The Memorial Hospital | - | 12,678 |
| Change in fair value of investments | (624) | (882) |
| (Increase) decrease in the following assets: | | |
| Patient accounts receivable | 6,137 | (68,033) |
| Other receivables | (29,638) | 7,820 |
| Prepaid expenses | 367 | (1,214) |
| Increase (decrease) in the following liabilities: | | |
| Accounts payable and accrued expenses | (20,171) | (39,088) |
| Accrued payroll and related expenses | 9,375 | (9,884) |
| Deferred revenue | (15,135) | 6,740 |
| Net Cash Provided (Used) by Operating Activities | 63,210 | (113,921) |
| Cash Flows From Investing Activities | | |
| (Increase) Decrease in assets limited as to use | (1,846) | 83,797 |
| Purchase of investments | (225,000) | - |
| Capital expenditures | (96,830) | (35,219) |
| Net Cash (Used) Provided by Investing Activities | (323,676) | 48,578 |
| Cash Flows From Financing Activities | | |
| Transfer to The Memorial Hospital | - | (12,678) |
| Restricted contributions | 77,246 | 41,562 |
| Net Cash Provided by Financing Activities | 77,246 | 28,884 |
| Net Decrease in Cash and Cash Equivalents | (183,220) | (36,459) |
| Cash and Cash Equivalents, Beginning of Year | 456,578 | 493,037 |
| CASH AND CASH EQUIVALENTS, END OF YEAR | \$ 273,358 | \$ 456,578 |

(See accompanying notes to these financial statements)

WHITE MOUNTAIN COMMUNITY HEALTH CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014 AND 2013

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Business

White Mountain Community Health Center (the Center) is a non-stock, non-profit corporation organized in New Hampshire. The Center's primary purpose is to provide comprehensive primary and preventative health care services to the residents in the town of Conway and the surrounding community.

Related Party

The Memorial Development Foundation, Inc. changed its name to Mt. Washington Valley Development Foundation and acts as the sole member of the Center. Mt. Washington Valley Development Foundation acts as a holding company for a network of health care providers, whose primary purpose is to provide integrated health care services, as necessary, to improve the health care status of populations in the town of Conway, NH and the surrounding communities.

Income Taxes

The Center is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Center is exempt from state and federal income taxes on income earned in accordance with their tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Center's tax position and concluded that there is no unrelated business income or uncertain tax positions that require adjustment to the financial statements. Management believes the Center is no longer subject to income tax examinations for years prior to 2011.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States 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 uncollectible accounts. In evaluating the collectability of accounts receivable, the Center analyzes its past history and identifies trends for all funding sources in the aggregate. In addition, balances in excess of 1 year are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Center has not changed its methodology for estimating the allowance for uncollectible accounts during the years ended June 30, 2014 and 2013.

A reconciliation of the allowance for uncollectible accounts at June 30, 2014 and 2013 follows:

| | <u>2014</u> | <u>2013</u> |
|----------------------------|------------------|------------------|
| Balance, beginning of year | \$ 35,000 | \$ 33,638 |
| Provision for bad debts | 17,769 | 24,660 |
| Write-offs | <u>(27,403)</u> | <u>(23,298)</u> |
| Balance, end of year | <u>\$ 25,366</u> | <u>\$ 35,000</u> |

Investments

Investments in equity and debt securities are reported at fair value. Investment income and the recognized change in fair value are included in the excess of revenue over expenses unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets, statements of operations, and changes in net assets.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets Limited As to Use

Assets limited as to use is comprised of donor-restricted cash 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.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Center has been limited by donors to a specific time-period or purpose. Temporarily restricted net assets were specifically restricted for specific patient services. Temporarily restricted net assets amounted to \$19,139 and \$19,677 for the years ended June 30, 2014 and 2013, respectively.

Permanently restricted net assets have been restricted by donors to be maintained by the Center in perpetuity. For the years ended at June 30, 2014 and 2013 there were no permanently restricted net assets.

Donor Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets.

When a donor restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Patient Service Revenue

Standard charges for services to all patients are recorded as revenue when services are rendered. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Center's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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.

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 the excess (deficit) of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

NOTE 2 INVESTMENTS

Investments are stated at fair value and consisted of the following at June 30, 2014 and 2013:

| | <u>2014</u> | <u>2013</u> |
|-------------------------|-------------------|-----------------|
| Cash & Cash Equivalents | \$ 6,677 | \$ - |
| Equity Securities | | |
| Consumer Goods | 1,624 | - |
| Industrial Goods | 7,668 | 6,441 |
| Utilities | 158 | - |
| Mutual Funds | | |
| Fixed Income | 42,599 | - |
| Equity | <u>175,723</u> | <u>-</u> |
| Total Investments | <u>\$ 234,449</u> | <u>\$ 6,441</u> |

Cash and cash equivalents included as part of investments are not included in cash and cash equivalents for reporting on the statement of cash flows.

Financial accounting standards established a valuation hierarchy for disclosure of the valuation inputs used to measure fair value.

This hierarchy prioritizes the inputs into three broad levels as follows:

- Level 1 inputs - quoted prices traded daily in an active market.
- Level 2 inputs - other than quoted prices for active markets that are traded less frequently than daily.
- Level 3 inputs - unobservable inputs.

The fair value of all of the Center's investments are measured on a recurring basis using level 1 inputs.

NOTE 3 ASSETS LIMITED AS TO USE

The composition of assets limited to use at June 30, 2014 and 2013 is set forth in the following table:

| | <u>2014</u> | <u>2013</u> |
|--|------------------|------------------|
| Cash and equivalents | <u>\$ 19,139</u> | <u>\$ 19,677</u> |
| Restricted as to use for specific patient services and supplies by donor | <u>\$ 19,139</u> | <u>\$ 19,677</u> |

Cash and cash equivalents, included in assets limited as to use, are not considered cash and cash equivalents for cash flow purposes.

NOTE 4 PROPERTY AND EQUIPMENT

The cost and accumulated depreciation of property and equipment at June 30, 2014 and 2013 follows:

| | <u>2014</u> | <u>2013</u> |
|--------------------------------|-------------------|------------------|
| Furniture | \$ 44,855 | \$ 44,855 |
| Building improvements | 19,379 | - |
| Equipment | <u>389,757</u> | <u>270,556</u> |
| Total Cost | 453,991 | 315,411 |
| Less, accumulated depreciation | <u>255,558</u> | <u>232,513</u> |
| Property and Equipment, Net | <u>\$ 198,433</u> | <u>\$ 82,898</u> |

NOTE 5 LINE OF CREDIT

The Center has a \$50,000 line of credit with a local bank through January 23, 2017. The line of credit is unsecured with interest at the prime rate plus 2.00%. There was no outstanding balance on the line at June 30, 2014 and 2013.

NOTE 6 PATIENT SERVICES REVENUE

A summary of patient service revenue by payer follows:

| | <u>2014</u> | <u>2013</u> |
|-----------------------|-------------------|-------------------|
| Medicaid | \$ 568,570 | \$ 395,503 |
| Medicare | 56,263 | 53,981 |
| Third party insurance | 197,543 | 198,885 |
| Patient pay | <u>105,680</u> | <u>111,684</u> |
| Total | <u>\$ 928,056</u> | <u>\$ 760,053</u> |

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs.

The Center 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 patient service revenue in the year that such amounts become known.

The Center recorded a favorable change in Medicaid revenue from retroactive rate adjustments amounting to \$92,855 for the year ended June 30, 2014.

The Center 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 Center does not pursue collection of amounts determined to qualify as charity care, the revenue is recorded net of the free care allowance. The Center estimates the costs associated with providing charity care by calculating the ratio of total cost to total 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 Centers charity care policy amounted to \$239,796 and \$275,031 for the years ended June 30, 2014 and 2013, respectively.

The Center is able to provide these services with a component of funds received through local community support and federal and state grants.

NOTE 7 RETIREMENT PLAN

The Center has adopted a 403(b) retirement plan covering substantially all employees. Contributions by the Center to the plan amounted to \$15,478 and \$11,827 for the years ended June 30, 2014 and 2013, respectively

NOTE 8 FUNCTIONAL EXPENSES

The Center provides various services to residents within its geographic location. Expenses related to providing these services for the years ended June 30, 2014 and 2013 follows:

| | <u>2014</u> | <u>2013</u> |
|----------------------------|---------------------|---------------------|
| Program services | \$ 1,236,238 | \$ 1,183,919 |
| Administrative and general | <u>261,664</u> | <u>254,511</u> |
| Total | <u>\$ 1,497,902</u> | <u>\$ 1,438,430</u> |

NOTE 9 CONCENTRATION OF RISK

The Center has cash deposits in a major financial institution 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 Center grants credit without collateral to its patients, most of whom are local residents in the towns served by the Center and are insured under third-party payer agreements. At June 30, 2014, Medicaid represented 67% of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

NOTE 10 MALPRACTICE INSURANCE

The Center insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at June 30, 2014, which in the opinion of management, will be settled for amounts in excess of insurance coverage; nor are there any unasserted claims or incidents which require loss accrual. The Center intends to renew coverage on a claims made basis and anticipates that such coverage will be available.

NOTE 11 DONATIONS IN-KIND

The Memorial Hospital (TMH) provides the Center with office and clinic space located in Conway, New Hampshire at no cost. In addition, TMH provides various information technology support services to the Center at no cost. For the years ended June 30, 2014 and 2013, in-kind contributions from TMH to the Center were as follows:

| | <u>2014</u> | <u>2013</u> |
|--------------------------------|------------------|------------------|
| Conway office and clinic space | \$ 59,004 | \$ 59,004 |
| Computer support | <u>10,752</u> | <u>21,504</u> |
| Total | <u>\$ 69,756</u> | <u>\$ 80,508</u> |

TMH also provided monies for the Center to purchase physician services and to support the dental clinic in the amount of \$70,400 and \$60,800 for the years ending June 30, 2014 and 2013, respectively.

NOTE 12 PRIOR YEAR COMPARATIVE AMOUNTS

Certain prior year amounts have been reclassified to be consistent with current year presentation.

NOTE 13 SUBSEQUENT EVENTS

On October 24, 2014, the Center's bylaws were modified changing the sole member of the Center from the Foundation to the Center's board of directors. The change eliminates the legal affiliation with the Foundation. The Center will continue to maintain strong functional relationships with TMH and other health care providers in the area, providing an integrated network of patient services.

For financial reporting purposes, subsequent events have been evaluated by management through October 24, 2014, which is the date the financial statements were available to be issued.



WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Board of Directors 2015

Trish Murray, D.O., President

Brenda Leavitt, Vice President

Eric Hirschfeld, DDS, Secretary

Angela Zakon, Treasurer

Michelle O'Donnell

Carol Hastings

Susan Logan

Meg Phillips

Scott McKinnon

Ben Wilcox

Patricia M. McMurry

QUALIFICATIONS

- Extensive experience in business administration, project management and finance
- Skilled in human relations, group facilitation, public speaking, leadership and team building
- Strong marketing, advertising and public relations skills
- Seasoned professional with a breadth of abilities and experience and a proven track record for achieving increasing responsibilities and accomplishing significant business goals

EXPERIENCE

Executive Director **White Mountain Community Health Center** **2002-Present**

Responsible for all aspects of operations of a non-profit community health center. This Center serves the uninsured and underinsured of Northern Carroll County in New Hampshire. Prenatal, children, adults and teens are seen by health care providers including physician, mid-wives, nurse practitioners, RN's, aides, social workers, hygienist, dentist and nutritionist. Substantially increased and sustained the financial viability of the health center. New and expanded services and patient volume doubled in five years.

Business Consultant **Kleen Oil Kompany** **1999-2002**

Responsible for all aspects of business operations

- Increased collections
- Developed marketing plans and strategy
- Developed policies, procedures and job descriptions
- Developed incentive plans

Director of Operations **HealthSouth Corporation*** **1995-1998**

Responsible for oversight of both a 50-bed and a 100-bed acute rehabilitation hospital, and eight contracted rehabilitation units in four states

- Promoted in one year from Assistant Vice President to Director of Operations
- Managed the physical relocation of the 100-bed acute rehabilitation hospital
- Initiated negotiations for joint venture between a large non-profit hospital and a publicly traded rehabilitation company

Chief Executive Officer **National Medical Enterprises** **1988-1995**

Responsible for oversight of both a 40-bed and an 88-bed rehabilitation hospital

- Promoted in two years from CEO of a 40-bed hospital to CEO of an 88-bed rehabilitation hospital and was made Company Assistant Vice President
- Managed all aspects of the 88-bed hospital, resulting in three prestigious awards for the highest quality and business goals performance from N.M.E.
- Developed and opened three outpatient rehab clinics
- Maintained the financial turnaround of a 40-bed hospital and sustained "above plan" financial performance during my tenure as CEO
- Managed a 40-bed hospital, resulting in three Special Achievement Awards and a Florida Certificate of Need to increase the capacity to 70 beds

* HealthSouth acquired National Medical Enterprises Rehabilitation Hospitals in 1995

V.P. of Operations

Charter Medical Corporation

1987-1988

Responsible for marketing, planning, business development, and program management for a newly-opened psychiatric hospital

- Supervised all Clinical Program Directors and the Intake Coordinator
- Became the physician-liaison to the CEO
- Was consultant to an affiliated psychiatric hospital, training staff to use human relations techniques with disruptive teens
- Implemented the utilization review, risk management, and quality assurance activities to achieve J.C.A.H.O accreditation

**Director, Community Relations and Resource Development
Eastern State Hospital**

1985-1987

Responsible for community relations as well as identification and alignment of resources required for hospital and community use of a large state psychiatric hospital

- Designed and implemented a community relations plan to ensure the success of appropriate admissions and discharges
- Established a strategic partnership with the Virginia Supreme Court, Community Mental Health Directors, and area psychiatric facilities
- Organized and promoted the first judicial conference at the hospital
- Negotiated crisis intervention inpatient stays for children in their home communities with private sector hospitals

EDUCATION

M.S.W. – Norfolk State University
B.A. – College of William and Mary

TRAINING

UVA Forensic Institute
L.C.S.W. and A.C.S.W. (Virginia)

HONORS

President's Circle – HealthSouth
Special Achievement Awards – National Medical Enterprises

Julie Everett Hill, RN

PROFILE

I am a Registered Nurse with a current NH License, currently serving as the Director of Clinical Services at a rural community health center. I enjoy the dynamic nature of working in primary care and the challenge of thinking creatively to solve problems. My interests include mental health and asthma education, with an emphasis on viewing the family as a whole when providing care.

EXPERIENCE

Director of Clinical Services, White Mountain Community Health Center, Conway NH - November 2011-Present

Direct supervisor to thirteen clinical staff; responsible for management and oversight of clinical quality measures, protocols, budgets, MCH grantee compliance, medication bridge program and staffing. Case Manager for Breast and Cervical Screening Program. Recently responsible for implementation of e-prescribing and in-house electronic patient registries.

Registered Nurse, White Mountain Community Health Center, Conway NH - 2009- November 2011

Primary care and family planning focus, with patient population newborn through geriatric. Strong focus on patient education, including asthma education and diabetic teaching. Other roles include triage and prioritization of care and coordination of patient care with resources both within and outside of the clinic.

Registered Nurse, The Memorial Hospital; N. Conway, NH - June 2007- June 2010

Medical Surgical nursing care of a broad range of patients from pediatric to geriatric. Roles include assessment and care of acutely ill patients with medical, surgical and/or orthopedic diagnoses. Patient education, care planning, complete patient assessment and accurate documentation in EMR are an integral part of this position.

Licensed Practical Nurse, The Memorial Hospital; N. Conway, NH - May 2006- June 2007

Medical Surgical, post-partum and newborn nursing care under the supervision of an RN.

LNA/Unit Secretary, The Memorial Hospital; N. Conway, NH - February 2001- May 2006

Unit secretary LNA in fast-paced medical surgical unit. Duties included transcribing doctor's orders, managing patient carts, answering and directing phone calls, assisting nurses with order entry and facilitating communication between departments.

EDUCATION

St. Anselm College, Manchester NH- Advanced Nursing Leadership Certificate Program – September 2012- present, as part of pursuing RN to BSN.

NHCTC-Berlin Associates Degree in Science, Nursing: May 17, 2007

Phi Theta Kappa Honor Society

Southern Maine Technical College, Portland ME -- Nursing Assistant Certificate 1994

University of Southern Maine 1992-1993; English Major

Certifications and relevant continuing education include:

Blending Mission and Margin: Business Skills for the Nurse Leader: St. Anselm College
September 2012

Current ACLS and BLS

Asthma Educators Institute 2010

Diabetes Nurse Champion, September 2008

WIC Breastfeeding Peer Counselor Certificate, November 2000.

Subject: Family Planning

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|---|--------------------------------------|
| 1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services | | 1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504 | |
| 1.3 Contractor Name White Mountain Community Health Center | | 1.4 Contractor Address P.O. Box 2800 Conway, NH 03818 | |
| 1.5 Contractor Phone Number 603-447-8900 | 1.6 Account Number 05-95-90-902010-5530-102-500734 05-95-45-450010-6146-502-500891 | 1.7 Completion Date June 30, 2015 | 1.8 Price Limitation \$210,702.94 |
| 1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief | | 1.10 State Agency Telephone Number 603-271-4501 | |
| 1.11 Contractor Signature <i>Patricia McMurry</i> | | 1.12 Name and Title of Contractor Signatory Patricia McMurry, Executive Director | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Carroll</u> On <u>5/22/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Diane Brothers</i> | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <i>Diane Brothers, Notary Public</i> DIANE BROTHERS Notary Public - New Hampshire My Commission Expires August 19, 2014 | | | |
| 1.14 State Agency Signature <i>Lisa L. Bujno</i> | | 1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Jeanne P. Herrick, Attorney</i> On: <i>27 May 2013</i> | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in

no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

RM - 5-22-13

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer

identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: PM
Date: 5-22-13

NH Department of Health and Human Services

Exhibit A
Scope of Services

Family Planning Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: White Mountain Community Health Center

ADDRESS: P.O. Box 2800
Conway, NH 03818

Executive Director: Patricia McMurry

TELEPHONE: 603-447-8900

The Contractor shall:

I. General Provisions

A) Eligibility and Income Determination

Family Planning (FP) services will be provided to individuals of childbearing ages in New Hampshire (NH) who request such services. Preference will be given to clients who live within the Contractor's service area. Special emphasis will be placed on serving adolescents and individuals in low-income families (defined as \leq 250% of the U.S. Department of Health & Human Services "Poverty Guidelines").

1. The Contractor shall implement, and post in a public and conspicuous location, a sliding fee payment schedule for low-income clients. As an alternative, the Contractor may post, in a public and conspicuous location, a notice to clients that a sliding fee scale is available and that no client will be denied services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.
2. The Contractor must inform clients of Medicaid eligibility requirements and assist in the application process.
3. Per Title X Federal Program Guidelines for Project Grants for Family Planning Services (January 2001) Gross Family Income is defined as the total gross income of all members of a family. Family, for the purpose of application of these guidelines, is defined as a social unit composed of one person, or two or more persons living together, as a household. Eligibility for minors who receive confidential services must be based on the income of the minor.
4. Per Region I Family Planning Office guidance, if a client's income cannot be determined for the initial visit, the client is considered to be unable to pay and must be placed in Category I. On return visits, if income can be determined, the fee category may be changed although the client's inability to pay cannot be a barrier to services.
5. The Contractor shall bill all third party payment sources (including private insurance and Medicaid) prior to spending the family planning contract funds EXCEPT when such billing presents a barrier to confidential services.

B) Numbers Served

The FP Program will provide comprehensive reproductive health care to include age-appropriate clients, anticipatory guidance, education, assessment, counseling on preconception health care (reproductive life plan) and referrals for nutrition services, substance abuse, domestic violence, sexual assault and other health related issues.

C) Culturally and Linguistically Appropriate Standards of Care

The Department of Health and Human Services (DHHS) recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, the Division of Public Health Services (DPHS) expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. Provide clients of limited English proficiency (LEP) with interpreter services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client, language line).

D) State and Federal Laws

The Contractor is responsible for compliance with all relevant state and Federal laws. Special attention is called to the following statutory responsibilities:

1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301 as most currently amended (1/05).
2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offences.
3. Contractor shall ensure that clients served will receive up-to-date recommended immunizations either on site or by referral to a primary care provider in accordance with RSA 141-C and the most current Immunization Rules promulgated.

E) Relevant Policies and Guidelines

Contractors operate, at minimum, in accordance with the following:

1. The (Federal) Office of Population Affairs, Office of Family Planning, *Program Guidelines for Project Grants for Family Planning Services*, dated January 2001, and subsequent amendments, program instructions and clarifications.
2. National program priorities established by the Office of Population Affairs.
3. The most current New Hampshire Guidelines for Family Planning Clinical Services (NH Guidelines) and any revisions to these guidelines.
4. The Contractor must submit to MCHS the completed face sheet to the NH Guidelines with the signature of the agency medical director and all medical providers who will provide family planning services. New providers are required to add their signatures to this document.
5. The Contractor shall design and implement systems of governance, administration, financial management, information management, and clinical services which are adequate to assure the provision of contracted services and to meet the data and reporting requirements. These systems shall meet the most current minimum standards described in at least one of the following: Health Resources and Services Administration (HRSA) Office of Performance review protocols, Joint Commission on Accreditation of Health Care Organizations (JCAHO), Community Health Accreditation Program (CHAP) or Accreditation Association for Ambulatory Healthcare (AAA).

F) Publications Funded Under Contract (Standard Language)

1. The DPHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DPHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
2. All documents (written, video, audio) produced, reproduced, downloaded from a web source or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use. In the case of Family Planning Programs, all such documents are subject to review by the information and education review committee.
3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C (14)

G) Subcontractors

1. If any service required by this exhibit is provided, in whole or in part, by a subcontracted agency or provider, the Division of Public Health Services (DPHS), Maternal and Child Health Section (MCHS) must be notified in writing prior to initiation of the subcontract.
2. In addition, the original DPHS Contractor will remain liable for all requirements included in this exhibit and carried out by subcontractors.

II. Minimal Standards of Core Services

A. Service Requirements

1. Clinical Services

In addition to following the federal and state guidelines outlined above, clinical services will be guided by the protocol and practice guidelines established by the Contractor and will be supervised by a medical director qualified to oversee obstetric and gynecological care.

2. HIV Counseling and Testing

HIV counseling and testing provided by family planning Contractors must conform to CDC's Fundamentals of HIV Prevention Counseling and staff providing this counseling must be trained in this counseling model.

3. Health Education Materials

Health education materials are to be reviewed according to Federal Program Guidelines for Project Grants for Family Planning Services (reference section 6.8) and the NH State Family Planning Program's Information and Education Policy on the review, approval, and distribution of family planning materials. Delegate agencies may be asked to work with the State in identifying consumer volunteers to review educational materials in order to provide consumer input. Any and all materials an agency develops for marketing or patient education must be submitted, in its final draft form, for approval before printing or duplicating it in quantity.

4. Sterilization Services

Those Contractors providing sterilization services will adhere to all federal sterilization requirements as outlined in the Federal Program Guideline's Attachment C, Sterilization of Persons in Federally Assisted Family Planning Projects and subsequent revisions or amendments related to this federal requirement.

5. Transitional Assistance for Needy Families (TANF) and Title X FP Collaborative

The TANF and Title X Collaborative will conduct statewide activities to support knowledge of and access to FP services by populations in need, with a particular emphasis on Medicaid-eligible women and adolescents at risk for pregnancy. The Contractor shall produce a plan that documents a promotional & partnership building strategy and marketing/outreach campaign that includes identification of the target population, details, activities and projects for reaching the target population and specifies evaluation measures. The NH FP & Contractors will review the plan on an on-going basis to monitor progress towards outcomes and overall project goals.

6. Research

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects research. Contractors must inform the Division of Public Health Services, Maternal and Child Health Section prior to initiating any research related to this contract.

7. School-based Education Programs

Contractors must enter into a written agreement with any school where the Contractor will implement sexuality education programs for students under the age of 18. The agreement must be signed by the school principal/or designee and must include a statement that information was provided to parents which offered the opportunity for the parents to opt their child out of any program to which the parent objects.

B) Staffing Provisions

1. Staff Training and Qualifications

Documentation will be available to show that all staff members employed in the Family Planning program has adequate training to fulfill their activities. Staff performing clinical functions will have NH licensing that is required for their responsibilities. Each agency will employ appropriate credentialing procedures to assure that clinical staffs have appropriate education and experience for their responsibilities.

2. Medical Director Participation

Each agency will have the services of a medical director who has special training and/or experience in family planning services. For each Contractor, the medical director and the clinical staff shall participate in the development and approval of specific guidelines for medical care that meet or exceed these minimal standards. In addition, the medical director shall participate in QI activities and be available to other staff for consultation.

3. Community Education & Partnership Development

The Contractor will designate one staff member or committee responsible for the coordination and development of a community education and outreach plan, to include partnership development so as to increase utilization of family planning services. A community education & outreach report will be required, as well as any supporting documentation that supports the development of partnerships with key community stakeholders.

4. Staffing Changes

New Hires

The Contractor shall notify the Maternal and Child Health Section (MCHS) in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee shall accompany this notification.

Vacancies

The Contractor must notify MCHS in writing of key positions (agency executive director, agency fiscal director, medical director, site manager, community educator, teen clinic coordinator, TANF coordinator) vacant for more than three months. This may be done through a budget revision. In addition, MCHS must be notified in writing if at any time any site funded under this agreement does not have adequate clinical and administrative staffing to perform all required services for more than one month.

C) Coordination of Services

1. The Contractor will be responsible to ensure that other providers in the designated service area, particularly those who serve low income individuals and adolescents, are aware of the availability and scope of their family planning services, including awareness of the availability of confidential services and of a sliding fee scale. The Contractor shall coordinate, where possible, with other service providers in the community. At a minimum, such collaboration shall include interagency referrals.
2. As appropriate, agencies should participate in community needs assessments, public health performance assessments and the development of regional public health improvement plans within their Public Health Networks. Network staff should also be engaged, as appropriate, to enhance the implementation of community-based public health prevention initiatives, emergency planning or emergency relief efforts being implemented by the agency.
3. As part of the Family Planning Workplan process, each Contractor will make plan explicitly identifying community services providers who will be contacted for face-to-face meetings intended to build partnerships, increase coordination and referrals with other providers.

D) Meetings and Trainings

The Contractor will be responsible to send staff to meetings and training required by the family planning program, including but not limited to: medical director's meetings, family planning director's meetings, community educator/clinic coordinators meetings, data training and review meetings and family planning orientation.

III. Quality or Performance Improvement (QI/PI)

A) Workplans

1. Performance Workplans must be submitted and are used to monitor achievement of standard measures of performance of the services provided under this contract. Said workplan is incorporated herein by reference.
2. Performance Workplans and Workplan Outcome Reports will be completed according to the schedule and instructions provided by MCHS. The workplans are a key component of the DPHS and MCHS performance based contracting system and of this contract.
3. The Contractor shall incorporate required and developmental performance measures, defined by the MCHS in to the agency's QI/PI plan. Reports on Workplan Progress/Outcomes shall detail the QI/PI plans and activities that monitor and evaluate the agency's progress toward performance measure targets. If the Contractor's performance is above the defined target, no additional information will need to be provided. It will be the understanding that activity and evaluation efforts were effective in reaching the desired outcome. If the Contractor's performance is below the defined target, an explanation must be provided of why and what action steps (corrective action plan) will be taken to improve performance.
4. The Contractor shall comply with minor modifications and/or additions to the workplan and annual report format as requested by MCHS. MCHS will provide the Contractor with reasonable notice of such changes.

B) Data and reporting requirements

In addition to Performance Workplans and Outcome Reports, the Contractor shall submit to MCHS the following data used to monitor program performance:

1. In years when contracts or amendments are not required, the DPHS Budget Form, Budget Justification, Sources of Revenue and Program Staff list forms must be completed according to the relevant instructions and submitted as requested by DPHS.
2. The Sources of Revenue report must be submitted bi-annually (Jul-Dec and Jan-Jun), as well as resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
3. Completed UDS tables reflecting program performance in the previous calendar as requested by DPHS.
4. A copy of the Contractor's updated Sliding Fee Scale including the amounts(s) of any client fees and the schedule of discounts must be submitted by March 31st of each year. The Contractor's sliding fee scale must be updated annually based on the USDHHD Poverty guidelines as published in the Federal Register.
5. An annual summary of patient satisfaction results obtained during the prior contract year and of the method by which the results were obtained must be submitted with annual Workplan Outcome/Progress report.
6. Following the instructions provided in the Family Planning Annual Report Manual, a Family Planning Encounter Record (FPER) must be submitted by the 10th of the month, following the delivery of service for each client visit provided in the family planning program. This record must be submitted in compliance with the Region I Title X Family Planning Data System Instruction Manual relevant to the submission method being used and any other state specific instructions provide by the family planning program.
7. By February 1st of each program year, submit data required for submission of the federal Family Planning Annual Report.

8. As requested by the family planning program, submit costing reports using a methodology approved by the Family Planning Program.
9. Comply with all Family Planning Program and STD/HIV Prevention Bureau requirements for reporting chlamydia testing.

C) On-site reviews

1. The Contractor shall allow a team or person authorized by the MCHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical services management, financial management and design and delivery of educational services to assure systems are adequate to provide the contracted services.
2. Reviews shall include client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. On-site reviews may be waived or abbreviated at the discretion of MCHS, upon submission of satisfactory reports of reviews such as Health Services Resources Administration (HRSA): Office of Performance Review (OPR), or reviews from nationally accreditation organizations such as the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), the Community Health Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Healthcare (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this exhibit, and actions to strengthen performance as outlined in the agency Performance Workplan.

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Family Planning Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: White Mountain Community Health Center

ADDRESS: P.O. Box 2800
Conway, NH 03818

Executive Director: Patricia McMurry

TELEPHONE: 603-447-8900

Vendor #174170-R001

Job #90080203
#45130203

Appropriation #05-95-90-902010-5530-102-500734
#05-95-45-450010-6146-502-500891

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$89,767.87 for Family Planning Services, funded from 60% (\$53,860.72) federal funds from Title X Family Planning (CFDA #93.217), and 40% (\$35,907.15) general funds in SFY 14.

\$98,365.07 for Family Planning Services, funded from 63% (\$61,969.99) federal funds from Title X Family Planning (CFDA #93.217), and 37% (\$36,395.08) general funds in SFY 15.

\$22,570 for Family Planning Services - TANF, funded from 100% US Department of Health and Human Services, Administration for Children and Families funds (CFDA #93.558) in SFY 14 and 15.

TOTAL: \$210,702.94

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

The remainder of this page is intentionally left blank.

Contractor Initials: PM

Date: 5-22-13

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

- 8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within nine months after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within sixty (60) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- X (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The remainder of this page is intentionally left blank.

18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT:

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

**Commissioner
NH Department of Health and Human Services,
129 Pleasant Street
Concord, NH 03301**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

White Mountain Community Health Center From: July 1, 2013 or date of G&C Approval, whichever is later To: June 30, 2015
 Contractor Name Period Covered by this Certification

Patricia McMurry, Executive Director
 Name and Title of Authorized Contractor Representative

Patricia McMurry 5-22-13
 Contractor Representative Signature Date

NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

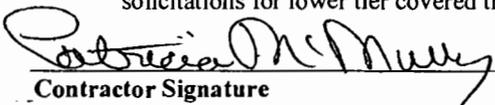
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

| | |
|---|---|
|  _____ Contractor Signature | Executive Director _____ Contractor's Representative Title |
| White Mountain Community Health Center _____ Contractor Name | 5-22-13 _____ Date |

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions; to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Patricia McMurry Executive Director
Contractor Signature Contractor's Representative Title

White Mountain Community Health Center 5-22-13
Contractor Name Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Patricia DeMurray
Contractor Signature

Executive Director
Contractor's Representative Title

White Mountain Community Health Center
Contractor Name

5-22-13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

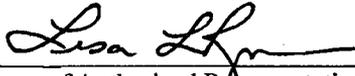
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DIVISION OF PUBLIC HEALTH SERVICES

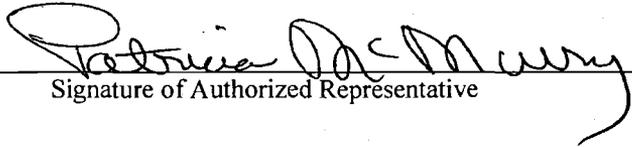
White Mountain Community Health Center

The State Agency Name

Name of Contractor



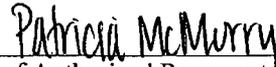
Signature of Authorized Representative



Signature of Authorized Representative

LISA L. BUJNO, MSN, APRN

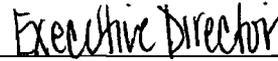
Name of Authorized Representative



Name of Authorized Representative

BUREAU CHIEF

Title of Authorized Representative



Title of Authorized Representative

5-30-2013

Date

5-22-13

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

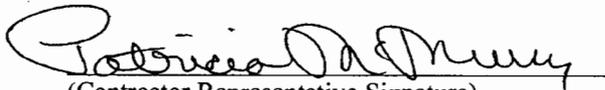
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

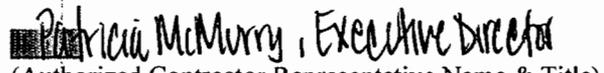
- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.


(Contractor Representative Signature)


(Authorized Contractor Representative Name & Title)

White Mountain Community Health Center
(Contractor Name)

5-22-13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is:

080049048

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO

YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Division of Public Health Services

Agency Name: White Mountain Community Health Center

Name of Bureau/Section: Community Health Services/Maternal & Child Health/Family Planning Services

| | | | |
|--|----------|--------|--|
| Patricia McMurry, Executive Director | \$88,597 | 0.00% | |
| JulieAnn E. Hill, Dir of Clinical Services | \$46,956 | 10.00% | |
| | \$0 | 0.00% | |
| | \$0 | 0.00% | |
| | \$0 | 0.00% | |
| | \$0 | 0.00% | |
| TOTAL SALARIES(Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | |

| | | | |
|--|----------|--------|--|
| Patricia McMurry, Executive Director | \$88,597 | 0.00% | |
| JulieAnn E. Hill, Dir of Clinical Services | \$46,956 | 10.00% | |
| | \$0 | 0.00% | |
| | \$0 | 0.00% | |
| | \$0 | 0.00% | |
| | \$0 | 0.00% | |
| TOTAL SALARIES(Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | |

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc.), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.